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Current Topics.

English Justice.

WITH the dinner on Tuesday night, Lincoln's Inn has completed its Quincentenary celebrations and will now, it is to be presumed, proceed on its course for another five hundred years. What changes will take place in that time we have not imagination enough to guess. Possibly the Law of Trusts will have been codified. Possibly Law and Equity will have been really fused. No doubt if Equity were codified it would cease to be Equity, but it is an open question whether it has in fact ever existed in modern times. Did it not perish in the very settling of its rules? But this is a doubt more safely hinted when celebrations are over than in their course. What is perhaps more interesting is that the chief praises have come from outside Lincoln's Inn, and, indeed, this was appropriate. The words of the Archbishop of Canterbury which we recorded last week will be a lasting memorial of the occasion, and, without depreciating other speakers, it was the Spanish Ambassador who, at the dinner, made the leading speech with his praise of English Justice.

Lord Loreburn's Pension.

THE CHANCELLOR of the Exchequer, in stating on Tuesday, in reply to a question, the amount of the Ex-Lord Chancellors' pensions now payable, included LORD LOREBURN'S full amount of £5,000, and when asked if £2,500 was not handed back, said he was not aware of that. No doubt a new Chancellor cannot be expected to answer a question like this off-hand, but the official who prepared the list for him to read to the House ought certainly to have added the correction. It happens that we quoted recently (*ante*, p. 40) from a reply given in Parliament on 30th June, 1921, to a similar question. The list then included Lord HALSBURY, but it stated that Lord LOREBURN'S pension was at his own request reduced as from December, 1918, to £2,500. The official who prepares Mr. BALDWIN'S answers ought to have been careful to include this information.

The late Mr. 'A Beckett Terrell.

MANY MEMBERS of both branches of the legal profession will have learned with regret of the death of Mr. ARTHUR 'A BECKETT TERRELL, a veteran member of Lincoln's Inn. He had retired from practice some years ago but was still a frequent spectator in the courts, where his picturesque figure drew much attention to him. A man of strong character and commanding personality, Mr. TERRELL was a son of the late Judge TERRELL and a brother of Mr. THOMAS TERRELL, K.C. His own practice was chiefly in Company Law and Conveyancing. Mr. TERRELL was not only a barrister but a country squire who maintained something of old-time manorial dignity and patriarchal stateliness on his estate in Hampshire. His sturdy Toryism showed itself in an uncompromising resistance to the Rent Restriction Act, and he gave his name to one of the leading cases upon its interpretation. He had also literary tastes, and was specially interested in the philosophical system of SPINOZA and of BENEDETTO CROCE, the contemporary leader of the Italian Bergsonian School. He is understood to have been devoting his retirement to a treatise on Aesthetics, modelled on CROCE. He was also interested in Tariff Reform, and wrote a pamphlet on the subject when it was first under discussion.

Mr. Timothy Healy, K.C.

THE ANNOUNCEMENT of the appointment of Mr. HEALY to be the Governor-General of the Irish Free State will be received with pleasure by all members of the legal profession. Mr. HEALY is now sixty-five years of age, and it is over fifty years since he started life in Liverpool as the office boy in a mercantile firm. Mr. T. P. O'CONNOR in his interesting life of PARNELL, has preserved a glimpse of "TIM" HEALY in those early days. He walked about the streets of Liverpool, we are told, with dour grim looks of hate for the "Sassenach" around him; but, in the evenings, delighted with his wit and gaiety the Irish family with whom he lived. He was not destined to remain long an office-boy. He learned shorthand and became a reporter; then he began to attend political meetings and met PARNELL; finally in 1879, when he was but two and twenty, he got his first great step in life. PARNELL, then for the first time visiting the United States, found that his Anglo-Irish reserve and lack of rhetoric hampered him in his efforts to satisfy the vast Irish-American audiences who thronged to hear him. He wired for HEALY to join him as secretary, and "Tiger Tim" took the next boat across the Atlantic. The partnership that followed was a complete success: PARNELL supplied the ceremonial dignity and HEALY the gushing oratory which Irishmen love. Mr. T. P. O'CONNOR tells us how they were entertained at Chicago by the Mayor, an Irish patriot, who regarded the monosyllabic PARNELL with unconcealed awe, but, when the great man had retired for the night, at once embraced HEALY, saying, "Ah! HEALY, that PARNELL is an aristocrat; he has never known what it is to be hungry; but if ever a poor Irishman had semi-starvation written on his face, it is you." HEALY, however, soon passed the stage in his career when memories of early privations were real. He found a seat in the House of Commons, and got called both to the Irish and the English Bar. At the former he soon became the leading jury-advocate of the day, and, but for his devotion to politics, must have left a very great name as a forensic orator. A staunch Catholic and a very conservative-minded man, outside the Irish question, Mr. HEALY never was a Sinn-Feinner, but always a moderate Home Ruler. If the rumour be correct, Ireland will have made an admirable choice of her first Ruler as a Dominion.

Division of Houses and Apportionment of Rent.

IMPORTANT DECISIONS on the application of the Rent Restriction Act, 1920, to the different parts, now separately let, of a house which was let as a single tenement in August, 1914, have been given by the Divisional Court (DARLING and SALTER, JJ.) in *Marchbank v. Campbell* and *Woodhead v. Putnam*, *Times*, 1st inst. The first case was an appeal from the Marylebone County Court

with respect to part of a house which was let as a whole in 1914 for £70, the rent having since been increased to £90. In 1920 structural alterations were made for the purpose of dividing the house, and in December, 1920, the appellant became tenant of the two upper floors which had been turned into a self-contained flat, with the common use of the staircase, hall, bathroom, &c., at a rent of £150. She claimed an apportionment of the £90 rent under s. 12 (3) of the Act, and a return of payments in excess of the statutory rent. But under s. 12 (9) the Act does not apply to a dwelling-house which has since 2nd April, 1919, been *bond fide* reconstructed by conversion into separate self-contained flats or tenements; and even apart from this it seems from the present decision, that there may be such a reconstruction of a single dwelling-house into two or more separate houses, as to make each a new house, the first letting of which takes place after August, 1914. In *Marchbank v. Campbell* the court, affirming the county court judge, held that there had been such a reconstruction, and the tenant, therefore, was not entitled to an apportionment of the standard rent. The other case—*Woodhead v. Putnam*—was from the Weston-super-Mare County Court, and the county court judge had decided in favour of the tenant's application for apportionment on the ground that there had been neither any reconstruction under s. 12 (9), nor any structural alteration so as to make part of the premises into a new dwelling-house. The landlord appealed, but the Divisional Court agreed with the county court judge, and held that the tenant was entitled to an apportionment. The question of the jurisdiction of the county court to entertain an application for apportionment of rent as an independent proceeding, which was adjudicated against in *Broomhall v. Property Agents*, 1922, 1 K.B. 311, appears to have again arisen in *R. v. Judge Scully*; *ex parte Boon*, *Times*, 5th inst., but the considered judgment has been reserved.

Motorists and their Guests.

PUBLIC OPINION has been a good deal startled by the rule of law emerging from the verdict and judgment in *Buller and Others v. Bransby Williams* (*The Times*, 1st December); but there is not really anything very startling or novel in the principle there applied by the trial judge, Mr. Justice MCCARDIE. A young lady, driving a motor car in which two lady friends were travelling as her guests, ran over a sow on the highway in circumstances which the jury found amounted to negligence. Apparently she was driving at about forty miles an hour, and neither swerved aside nor applied the brakes when the sow appeared right ahead in the road, so that the verdict of negligence is hardly disputable—in fact, exceeding the speed limit is quite enough to put a motor car driver in the wrong. The car and the occupants were injured, one lady very seriously. They sued the driver to recover damages for negligence, as also did a relation of theirs who had paid £700 expenses in respect of surgical and other attendance supplied to them at his request; apparently his claim was based on the principle of "subrogation" or "equitable assignment" or "salvage"; the report does not indicate clearly the actual cause of action on his part set up in the Statement of Claim. The owner of the car, the lady driver's brother, who had lent it to her, was also sued on the legal fiction that he was her "employer," and therefore liable on the principle of *Respondent Superior*, but the jury refused to make any such finding of fact. Damages were awarded against the lady driver. This seems to follow from two legal principles: first, a gratuitous bailee is liable for gross negligence just as much as a bailee for reward; secondly, a host is liable to his guests for negligence, although the liability is not so high as it is in the case of a person invited to do business. The defence tried to exclude the application of those principles by various pleas, contending that a passenger in a car under those circumstances is estopped from alleging negligence on the part of the driver; but this seems wrong in principle. The rule *Volenti non fit injuria* is not applicable: there was no assent to the negligent act. The doctrine of *identification* of passenger with vehicle only seems to apply when the passenger on a vehicle driven negligently sues another vehicle for negligence; it does

not apply as between passenger and driver of the same vehicle. The doctrine that a host escapes liability to a guest when he makes patent a concealed danger does not seem relevant to accidents arising out of a continuing series of events, such as a motor-car drive: the passenger may appreciate the existence of danger but cannot avoid it. Of course, the liability to pay damages to an injured guest is always hard on a host; but the law has not to consider questions of hardship but to solve problems of legal responsibility on grounds of principle. In practice, insurance covers these liabilities, and suing the host may be only the way of making the insurance office pay.

Homicide by Automobiles.

WITH REFERENCE to the above motor car case, it may be interesting to note the importance which the subject of liability for misuse of motor vehicles—both civil and criminal—is attaining in America. To judge from the pages of the *Central Law Journal*, the decisions appear to be accumulating rapidly. The "Family Automobile Doctrine," for instance, has been evolved under which if a person allows a member of his family to drive an automobile which he maintains "for the comfort, convenience, pleasure, entertainment, and recreation of his family," he is liable for injuries due to his or her negligence: *Jones v. Cook*, Supr. Ct. of Appeals of West Virginia, 11th April, 1922, 95 C.L.J. 47. But, in general, the question appears to arise as to criminal liability, and a very interesting discussion is contained in an article, "Manslaughter and Assault by Culpable Negligence in the Operation of Motor Vehicles," by the Hon. W. BRUCE COBB, New York City Magistrate, reprinted in 95 C.L.J. 337 from the *New York Law Journal*. Strictly, it is concerned with the application of the New York Penal Law to cases of homicide by culpable negligence, but we gather that judges and text-book writers in the United States take a serious view of conduct on the part of motorists which is a growing menace to the public safety. Thus it is recognized that the distinction between *malum in se* and *malum prohibitum* cannot be recognized where an "act is a violation of a statute intended and designed to prevent injury to the person and is in itself dangerous," so that if death ensues, the person violating the statute is guilty of manslaughter at least. Thus a person who exceeds the speed limit and thereby causes personal injury is liable, according to the result, either for manslaughter or assault; but it is a matter of mere chance which the offence will be: "At the least," says a commentator on the Penal Law, "it is usually a matter of fortune, so far as human interposition is concerned, whether the victim of a motor vehicle accident is slain or simply bruised in the catastrophe." We do not propose now to discuss again the general question of the misuse of motor vehicles—motor cars, and, especially at the present time, motor cycles. We made some remarks on it when the Motor Car Report was published last April with its egregious proposal for abolishing the speed limit. Since then, under the favouring influence of the laxity of magistrates and the inefficiency of the police, things have gone from bad to worse, as every reader of the papers and of the utterances of judges and coroners knows. But some day, no doubt, the country will recover its sanity, and there will be an end of the murderous anarchy of the high road and the decadent folly of Brooklands.

The Roman Origin of Lincoln's Inn.

IT IS ONE of the many interesting historical theories advanced by Mr. HILAIRE BELLOC, in several of his works, but more especially in "Europe and the Faith," that all our traditional English and European Institutions are really survivals of Roman Institutions, temporarily obscured, but never wholly destroyed, during the "Dark Ages" which followed the rise of Barbarian nations within the fallen Roman Empire. England, he brings evidence to prove, was never really conquered by the Angles, Saxons and Jutes; but they held the Channel Ports and the shore on the South-East Coast from about 450 to 600 A.D., with the result that all communication between Gaul and Britain was interrupted until the mission of Augustine restored it in

597 A.D. According to this view, London, with its *Palatium*, or Imperial Court, where government was carried on and justice administered, survived steadily through this period of interregnum and carried over all its great institutions from the period of Roman occupation. The Inns of Court, it follows from this theory, were houses of residence for officials attached to the "*Palatium*" or "*Curia Regis*," which Mr. BELLOC apparently regards as identical institutions. The "Temple" passed into the hands of the Church, and its great Lay Order, the Knights Templar; Gray's Inn and Lincoln's Inn passed also into ecclesiastic hands, but were always reserved for officials and courtiers. Their connection with the Chancery resembles that of the Universities to the Civil Service in our own age; the First Division of the latter is selected from successful students of the former. Between the many diverse views entertained as to the origin and early status of Lincoln's Inn we cannot pretend to decide, not being expert antiquarians, but there is a certain fascination for us in the view which traces back Lincoln's Inn to the days of the Cæsars.

Chief Justice Best and his Great Mind.

"CHESTNUTS," IT WOULD seem, are not always ascribed to their proper source, but surely the error in Lord BIRKENHEAD's use of the ancient jest about "His great mind" should have been obvious. In "Wadham College and the Law," in his book which we notice elsewhere, he refers to WILLIAM DRAPER BEST, afterwards Lord WYNFORD, as an eighteenth century Wadham judge. As a judge, BEST belonged to the nineteenth century, for he did not reach the bench till 1818, becoming Chief Justice of the Common Pleas—not Chief Baron of the Exchequer, as Lord BIRKENHEAD states—in 1824. But Lord BIRKENHEAD adds: "Chief Justice BEST is the victim of one of the most curious pieces of index-making known in law books; in one of the editions of WILLIAMS' 'Law of Real Property' comes the remarkable entry, 'Chief Justice BEST—his great mind.' On turning up the reference, the entry will be found, 'The Chief Justice said he had a great mind to commit the plaintiff.' I have not verified this reference myself, but I was told by a very learned counsel that he had done so." But surely Lord BIRKENHEAD and his learned friend should have known that "Williams on Real Property" was the last place to look for any remark about committal for contempt, and in fact no edition of all the twenty or more is guilty of this misuse of the art of indexing. Has not Lord BIRKENHEAD himself told us that in early student days—though happily recent enough for his Chancellorship to have plenty of time for renewal—he went out for a day's walk with "Williams" and came back with a resolve which has crystallized into the Law of Property Act? The day's walk should also have shown that Chief Justice BEST's "great mind," wherever else it was, was not in the "Real Property"; or was the day in fact less seriously spent?

Supply of Refreshments on Credit.

IN A RECENT County Court case, reported in the daily press, His Honour Sir ALFRED TOBIN appears to have momentarily ignored the effect of the Tippling Act, 1750, on the giving of credit to purchasers of liquors. A restaurant proprietor was suing a client for the sum of £35, meals supplied, and the learned judge very justly expressed his surprise that credit to such an amount should have been given in a restaurant. He added that, notoriously, publicans would not give a poor man credit to the extent of sixpence for a glass of beer. The reason is that publicans are forbidden to do so by the statute we have just quoted, which renders irrecoverable intoxicating liquors supplied on credit for a less amount than twenty shillings. The object of the Act was to prevent the encouragement of drunkenness which would result from the giving of credit for drinks, and the great increase of debt which this would create. No similar rule prohibits the giving of credit for other refreshments, and we believe that coffee-houses often give quite long credit to unemployed men who have been old customers. Readers of R. L. STEVENSON's powerful novel "The

Wrecker," will recollect how in his early days in Paris (the novel is largely based on his personal history) he tided over a period of distress by the credit given him at a cabman's shelter. While, therefore, most practitioners will heartily agree with His Honour in denouncing the system of credit at West End restaurants, it is doubtful whether legislation forbidding such credit on the lines of the Tippling Act is either necessary or desirable.

Lord Birkenhead on Law Reform.

THE wide range of Lord BIRKENHEAD's book* forbids our dealing with more than a part of it. The chapters which immediately appeal to us are those on "A Ministry of Justice," "Codification and Consolidation," in Vol. I, and "Law Reform," and "Judges and Politics," in Part II, and in this selection out of nineteen chapters, we only include "Judges and Politics," because Lord BIRKENHEAD says it should be read with "A Ministry of Justice." A short reference to the rest of the book must suffice. Two chapters are reproductions of speeches—on "Divorce Reform," a speech delivered on the Second Reading of the Matrimonial Causes Bill in the House of Lords, on 24th March, 1920; and "The Reconstruction of Civilization," a speech delivered at the opening of the London Congress of the International Chamber of Commerce on 27th June, 1921. One, "Lord Esher and Lord Kitchener," is a defence of Lord KITCHENER, from intimate knowledge, against what Lord BIRKENHEAD regards as Lord ESHER's depreciatory account of him. "Lord KITCHENER was my friend. He never failed to shew me kindness, and, I will even add, affection, at the moment of his greatest power." And there are a number of other chapters which are concerned with the war—touchingly worded memorials of friends, NEIL PRIMROSE, JACK SCOTT, and EDWARD HORNER, the last two of whom had been pupils in F. E. SMITH's chambers; "The Battle of Le Cateau," which is a defence of General SMITH-DORRIEN; "Lawyers and the Great War," which suggests that the Central Powers lost the war because they did not, like the Allies and the United States, put their trust in lawyers; and "Courts-Martial," which is an account of the development of this branch of army organization during the war. Then there are chapters devoted to Oxford—"The Oxford Union Society" containing: "RAYMOND . . . of all men best exemplified the Union style. In him the mixture of satire, humour, honesty, wit, and solemnity undoubtedly reached its zenith. I was six years before his time, and though I certainly contributed something to the fruit, RAYMOND ASQUITH produced the final flower." And there is a chapter on the Life of Lord SALISBURY by his daughter, and a chapter of pure politics—"A New Party"—which reads a little strange after recent events.

A very appreciative notice of the late Sir SAMUEL EVANS and a chapter on "Wadham College and the Law" add great interest to the book. If Cambridge was at one time a nest of singing birds, Wadham seems to have been thirty years ago a nest of budding lawyers—ROCHE, J., Sir JOHN SIMON, ACTON, J., Mr. GIVEEN, Prof. HOLDSWORTH, and F. E. SMITH himself. This is his own enumeration. And in earlier days, there was Lord WESTBURY, who was assisted in his course by a Wills Law Exhibition, and C. P. COOPER, "Bencher and Treasurer of Lincoln's Inn, and one of the most voluminous of English law writers; as Secretary to the second Records Commission, he obtained a reputation as a jurist which was continental; he was one of the first Englishmen to make the Law Reports of the Supreme Court of the United States familiar and accessible to our lawyers"; and it is interesting to find Lord BIRKENHEAD writing:—"The most distinguished lawyer after Lord WESTBURY, who has held the Wills Legal Exhibition, was HENRY STUDDY THEOBALD, elected Fellow of Wadham in 1871, whose work on *Wills* is an acknowledged authority, and who, in spite of infirmity, attained to be a King's Counsel and a Master in Lunacy." As we write comes the news of his impending retirement. And B. B. ROGERS, equity draftsman and conveyancer and translator of Aristophanes, was

at Wadham, and FREDERIC HARRISON, still from his retreat at Bath a keen critic of current events, as witness his long letter this week in *The Times*; and in the eighteenth century two Lord Chief Justices, PRATT and LEE. This exhausts the list of subjects, except "Should a Doctor Tell?" and in this chapter Lord BIRKENHEAD argues strongly against extending professional privilege so as to prevent the obtaining from doctors of the evidence which the administration of criminal justice imperatively requires.

This general sketch of the book, which the interest of Lord BIRKENHEAD's chapters has made longer than we intended, leaves us with the subjects we began by mentioning. Recently, in noticing, on Lord BIRKENHEAD's retirement from office, the extent to which he had carried out the reforms outlined in his *Times* articles of December, 1920, we expressed the hope that they might be republished. In effect this is done in the chapter on Law Reform. This is a subject, he says, which has passed out of the domain of party politics with the advantage that "each Lord Chancellor can take up the work where his predecessor left it, and receive from them—as I have received—most cordial support and most sagacious counsel. Since the days of Lord SELBORNE and Lord CAIRNS, legal reforms have been dealt with in continuous fashion"; and though the shortness of life and the changes of politics must deny to every Lord Chancellor "the satisfaction of bringing to fruition many of the projects with which he enters office, he knows that, as he has tilled and watered the ground which has been prepared and sown by his predecessors, so those who come after him will continue the work on which he has been engaged." And so we have an enumeration of matters, some of which Lord BIRKENHEAD has carried to a successful conclusion, and others which, partly accomplished or only conceived, he has to hand on to his successor.

Naturally he puts first the Transfer of Land and the Law of Property Act, and naturally, too, the observations on the latter reproduce the spirit and sometimes, it seems, the words of the Memorandum prefixed to the Bill: "it is to effect a greater simplification in the practice of conveyancing than any measure hitherto proposed." It may be so—in some respects it certainly will be—but as to the effect on conveyancing generally we are now waiting for the test of experience. Other matters are, the question of Final Appeal, i.e., in the House of Lords, and the Judicial Committee—are these to be united in a Court of Imperial Appeal? But for the final discussion and settlement of this question, Lord BIRKENHEAD thinks the time is not yet ripe. Then there is the question of the provincial trial of Divorce causes, as to which a start has been made under the provisions of the Administration of Justice Act, 1920, and the reform of the Circuit System, as to which the report of Mr. Justice RIGBY SWIFT's Committee is now awaited. Lord BIRKENHEAD places on record his opposition to giving the County Courts jurisdiction in divorce. We need not consider the grounds of his opposition now. The whole question of the Divorce Law and Jurisdiction is awaiting Legislative handling, and it may be hoped that when changes are made, publication of the details of divorce proceedings will be stopped and with it the exaggerated importance given to them by the Press. The question of Judges' salaries has point given to it by Lord BIRKENHEAD's suggestion that, under pressure of financial necessity and pecuniary obligations undertaken in happier times, Judges may consider the question of returning to practice at the Bar. "So far as I am aware, all other servants of the Crown, except Cabinet Ministers and Judges, have received additions of salary or bonuses to compensate them in some degree for the altered circumstances in which we live . . . I think that as a mere matter of justice as well as of expediency, treatment similar to that which has been meted out to other classes must be extended to His Majesty's Judges." And there is the question of Crown litigation, and of changes and rearrangements in the County Courts, both of which are under consideration.

The chapter on "Codification and Consolidation" contains a very interesting account of both these processes in the development of statute law. Lord BIRKENHEAD recalls BENTHAM's ideal

* "Points of View." By Viscount Birkenhead, Lord High Chancellor of Great Britain. In Two Volumes. Hodder & Stoughton, Ltd. £2 2s. net.

that all law should be stated simply in a Code, and that whatever is not in the Code ought not to be law. But the complication of human affairs forbids this ideal being attained. However complete the Code may appear, cases not exactly covered will arise and judges will have to decide them, and inevitably these decisions are a guide to other judges. "It is doubtful," says Mr. H. A. L. FISHER, in a passage quoted from the Cambridge Modern History, "whether the Civil Code has reduced the bulk of case-law, or materially lightened the labours of French judges. On the other hand, it has diffused the knowledge of law and made it comparatively easy for the ordinary Frenchman to become acquainted with the leading principles which govern the law of his own country." Codification Lord BIRKENHEAD defines as the combination in a single measure of statutory enactments relating to the same subject-matter scattered over different Acts. Codification is the process of reducing to a statutory form the previously unwritten rules of common law. The one process can be effected without Parliamentary discussion upon a Committee of both Houses being satisfied, by the evidence of the draftsman and of the Parliamentary Counsel, that the Bill is in fact mere consolidation. Codification requires greater skill in the draftsman and it has to face the scrutiny of Parliament. Under Lord WESTBURY an attempt was made to start a comprehensive scheme of codification, but the difficulties were found to be too great and it was dropped. And so too, later, with Sir JAMES STEPHENS' Criminal Code. Of all this Lord BIRKENHEAD gives a very interesting and instructive account. Some codification there has been: Bills of Exchange, Partnership, Sale of Goods and Marine Insurance; and a good deal of consolidation: recent instances are the Income Tax Act, 1918, and the Education Act, 1921. Among the projects of codification, we do not notice that Lord BIRKENHEAD mentions the Trusts Bill introduced by Mr. RENDALL—now unfortunately not in Parliament—in 1908. It was, if we remember rightly, blocked by the opposition of the Chancery Division Judges.

And finally there are the chapters on "A Ministry of Justice" and "Judges and Politics," but we cannot adequately consider these at present. The latter is, of course, founded on the discussions in the House of Lords early this year, with regard to Law Lords taking part in political debates. Lord BIRKENHEAD supplements what he said then by an elaborate discussion of the manner in which judges have been excluded from the House of Commons, and incidentally he shows how hollow was MACAULAY's famous speech of 1856, which retained the eligibility of the Master of the Rolls for another twenty years. As we have said, this chapter is closely associated with that on a Ministry of Justice. To this project it is well known that Lord BIRKENHEAD is strongly opposed, but in fact he seems to misunderstand the position which the Lord Chancellor would hold under—for instance—the scheme outlined by Lord HALDANE in his recent lectures. However, this we cannot pursue at present. These many-sided volumes are replete with interest, and seem to indicate that Lord BIRKENHEAD at any rate was not overburdened by the duties of his Chancellorship.

General Average and Non-Existent Perils.

SCHOLASTIC logicians, both in the Middle Ages and in more recent times, have been wont to distinguish between two kinds of "Reality," those entities which have "existence," such as things or persons, and those which have mere "subsistence," such as a "truth" or a "good" or a "value." Perhaps some distinction of this kind, lingering on in the traditions of our Common Law, originally built up by ecclesiastical lawyers trained in the medieval scholastics, has still survived in the doctrines of our Law Merchant, wherever it discusses such topics as "average," "salvage," "negotiability," "indemnity." At any rate, arguments find favour there which adopt a view of "reality" almost as subtle as that of the schoolmen.

The recent important commercial case of *Joseph Watson & Son, Limited v. Firemen's Fund Insurance Company of San Francisco*, 1922, 2 K.B., 355, illustrates the point we have just referred to. The question turned upon whether a risk which never existed, but the erroneous belief in the existence of which risk had induced a master to incur *bona fide* certain maritime losses, could be a "peril" on which might be founded a general average claim. The facts were these. Under a mistaken assumption that a fire existed in his hold, the master turned steam into the hold to extinguish the supposed fire; this sounds like a "homœopathic" cure for fire, but in practice is more effective than the older method of pouring water in buckets or by hoses. A number of barrels of rosin shipped by the plaintiffs were damaged by the steam; they were covered by an insurance policy which included the risk of general average losses. The question was whether or not, since no fire existed and the master's action was unnecessary, the losses thus incurred could be the subject of a general average claim. It was not disputed that, if there had been a fire, the claim would have been good.

Now the essence of a "general average" claim is this: (1) There must be a peril of the sea, or otherwise, covered by the insurance policy; (2) there must be a loss arising out of the peril; and (3) there must be a "sacrifice made . . . in time of peril" for the common advantage of all interested in the voyage, within the meaning of a common law mercantile rule now embodied in s. 66 (2) of the Marine Insurance Act, 1906. Where all these elements exist, the owners of property injured for the common benefit are entitled to an indemnity in respect of their proportion of the losses from the owners of cargo, ship, freight and any others having interests in the voyage. The sacrifice must be made *bona fide*, but the court will not consider too closely whether it was really necessary, as there the master must be given a reasonable discretion: *Shepherd v. Kottgen*, 1877, 2 C.P.D., 578. In the case just referred to, Mr. Justice GROVE used these words: "It would defeat the main utility of general average, if at a moment of emergency the captain's mind was to hesitate as to saving the adventure, through fear of casting a burden on the owners." In the case of *Corrie v. Coulthard*, 1877, 3 Asp., M.L.C., 546 (note) nothing would have happened to the ship had the step which caused the general average loss been omitted, but, nevertheless, the court held that there was a good claim for general average since the master had *bona fide* taken the steps to avert an existing peril.

In *Watson's Case*, *supra*, it may be taken for granted, then, that the claim to general average would not have been barred merely because the master was in error in supposing a fire to exist, and because the steps he took to avert a fire were unnecessary; that would have been an error in the *bona fide* exercise of his discretion for the safe-keeping of the ship. Had there been a fire, and therefore a "peril," it is clear that the claim would have been good, even if the fire could have been extinguished without recourse to the plan of operation which actually proved deleterious to the plaintiffs' cargo of rosin. But the further question arises, was there in fact any "peril" at all. For (1) peril, (2) loss, and (3) sacrifice, we have seen, are all equally conditions precedent to the making of a claim. The "loss" and the sacrifice are not in dispute, but the existence of the "peril" is in doubt; and that constituted the crux of the present case.

Now "peril" is a term which has often been defined, but always in concrete terms: the courts have not before had to consider seriously the larger issue, whether a mere "notional peril" can exist. "Peril" in its natural and ordinary significance always means something objective, such as a storm, a reef, an enemy's torpedo, or some other tangible evil *consimilis generis*, which may prove physically disastrous. But it involves more than a mere objective evil; it includes also the notion of "danger" arising to the vessel from the tangible objective existence. In fact, the two characteristics are always found together, the "objective" dangerous thing, and the "danger" inherent in it. Now, one at once asks himself the question,

whether the first of those two elements is really essential, namely, the "objective" event; perhaps the second element, the danger, is enough when detached from any objective material thing or event which occasions that danger. And this was ingeniously argued on behalf of the owners of the damaged rosin in *Watson's Case*.

According to this view, a peril is essentially a "danger" which causes "loss" and "sacrifice" in such a way that A suffers, through no fault of his own, for the benefit of B and C, as well as himself. Now "danger" may be "actual" or "imaginary"; in either case the effect is the same on the action of a master anxious to save his ship. Whether the danger he senses is actual or an illusion, he must take the same steps if he wishes to avoid the risk of losing his ship. In the absence of negligence, and where his mistake is *bona fide*, the master will, and ought to, take the same steps whether or not the fire he fears actually exists. The "loss" and "sacrifice," then, are due to identically the same cause, namely, the "subjective fear" in the mind of the master. There seems no reason why the owner of the cargo sacrificed should be compensated in the case when that fear turns out to have been well founded and not in the case where it is ill founded.

Notwithstanding these considerations of logic and justice, however, Mr. Justice ROWLATT, in the case quoted, took the view that there must be an "actual" as opposed to an "imaginary" peril before a claim to general average can be substantiated. In other words, the peril must be "existent" and not merely "subsistent" in the mind of the master, although a "subsistent" peril has just the same practical result as an "existent" one. This view seems to take too narrow a view of reality; a peril may be real, in the sense we have just explained, and for all practical purposes, even although it is non-existent. The whole problem requires very careful consideration, and if the case goes to a higher court it will be interesting to see whether or not the view of Mr. Justice ROWLATT is upheld.

Res Judicatæ.

The Mutuality of a Sole Agency Agreement.

(*Warren & Co. v. Agdeshman*, 38 T. L.R. 588).

Where A appoints B his sole agent for a fixed period of time, no express consideration being mentioned in the agreement, doubts have sometimes arisen how far the appointment is valid as a binding agreement; at first sight the consideration moving from the promisee, the agent, does not appear. The better opinion, however, has long been that—apart altogether from express stipulations—there is an implied obligation on the part of the agent to use his best endeavours to do business for his principal, any failure to perform which is a breach of contract on his part: in this way a consideration arises on both sides, and the mutuality of the contract is apparent. In *Warren & Co. v. Agdeshman*, *supra*, Lord Coleridge, J., had to consider the effect of such a bargain, and held the agreement to be quite valid because of the implied consideration suggested above. In this case the principal (1) appointed the agent his sole agent in the United Kingdom, subject to certain reservations, for a period of three years; (2) agreed to pay him a commission of two and a half per cent. on all goods of the principal sold in the United Kingdom during that period subject to the reserved matter; (3) agreed to keep him fully supplied with samples and to execute with due diligence all orders received through him, and (4) agreed not to canvass the agent's clients or deal with them directly. The principal, before expiry of the three years, purported to cancel the agreement on the ground of "want of mutuality," and took steps in breach of the undertaking summarized above. The question which arose in substance was whether the damages to be recovered by the plaintiff were limited to the period of actual agency between his appointment and the cancellation or extended to his possible profits during the whole period of three years. If the contract is a binding one, as the learned judge held, it seems to follow that the agent can claim compensation for the deprivation of his expectant profits during the remainder of the time he was by contract entitled to a "chance" of earning such profits, and the withdrawal of that chance is *injuria cum damno* for which he is entitled to claim damages.

Indemnity of a Sovereign Vessel after Transfer.

(*The Tervæte*, 1922, P. 197; *ante*, p. 98).

There is no rule of private international law so unpopular with lawyers as that which exempts from the ordinary responsibilities of law vessels which are the property of a sovereign or sovereign state. The inherent inequity of such a rule is naturally felt more strongly when the state is a foreign state, than when it is one's own, for in the latter case there generally arise conventional modes of proceeding—e.g., a petition of right—which give relief from the harsh application of the rule. But the doctrine becomes intolerable when the immunity is alleged to persist even when the vessel, after collision or other episode subjecting it to maritime proceeding *in rem*, has been transferred to private hands, yet nevertheless is claimed to be still protected by this archaic privilege: *The Tervæte*, *supra*. Happily, the court refused to take this narrow view. Here a Belgian vessel collided with an English one; the vessel was then owned by the Belgian Government, but was subsequently transferred to private hands. An attempt to prosecute by attachment *in rem* succeeded for the reason just given. The rule, of course, is based on the principle that a sovereign cannot be sued without his consent. This principle applies both to the sovereign as regards a suit *in personam* and the sovereign property as regards proceedings *in rem*. But where property belonging to the sovereign becomes subject to a maritime proceeding *in rem*, the court held that such right comes to existence in an inchoate form, although the exercise of it is suspended so long as the vessel is protected by the privilege of the sovereign. On transfer of the ship, the *privilegium regis* ceases to exist, and the suspended rights *in rem* become capable of enforcement.

Reviews.

General Average.

LAW OF GENERAL AVERAGE, ENGLISH AND FOREIGN. By the late RICHARD LOWNDSE, Average Adjuster. Sixth Edition. By EDWARD L. DE HART, M.A. LL.B. (Cantab), Barrister-at-Law, and GEORGE RUPERT RUDOLF, Member of the Association of Average Adjusters. Stevens & Sons, Ltd. 42s. net.

The new edition of this famous law-book contains all the accustomed features of its predecessors. The English decisions have been incorporated to the end of July, 1922, so that the work is well up to date. Amongst these are the important case of *Joseph Watson & Sons, Ltd. v. Foreman's Fund, Ins. Co. of San Francisco*, 1922, W.N. 211, to which we devote an article elsewhere; this case occurred so recently that it is only noted in the Appendix. A very important feature of the book, by the way, is to be found in the Appendices. One of these sets out the draft of the International Code on General Average provisionally adopted at the Madrid Conference of 1913. Others contain the laws of Danzig, Egypt, Roumania and Turkey—which illustrates the wide scope of the work. There is an historical introduction which discusses the development of the modern rule out of the Rhodian maxim familiar in the Law Merchant. Part I of the book deals with the principle of "Sacrifice" and "Extraordinary Expenditure," and Part II discusses "Adjustment." The Appendices, numbered from A to HH, and covering pages 419 to 852, summarize the law of every sovereign state; in addition they contain all the important codes, conventions, and rules of practice.

The Law of Banking.

THE LAW OF BANKING. By Sir JOHN PAGET, K.C., late Gilbert Lecturer. Third Edition. Butterworth & Co. 17s. 6d. net.

The most important feature, perhaps, in this edition of Sir John Paget's very useful book, is its record of the rehabilitation of *Young v. Grote* (4 Bing. 253), and its doctrine that the leaving of a blank space in a cheque is negligence on the part of the drawer. "In my opinion," said Lord Finlay, C., in *London Joint Stock Bank v. Macmillan*, 1918, A.C. p. 810, "the decision in *Young v. Grote* is sound in principle, and supported by a great preponderance of authority, and must be treated as good law." In effect this over-ruled *Commercial Bank of Australasia v. Marshall*, 1906, A.C. 559; at least, so says Sir John Paget, and he appears to be right. "*London Joint Stock Bank v. Macmillan & Arthur* is inexpressible and conclusive. It demolishes the *Commercial Bank of Australasia* incubus as being an absolute erroneous decision; it rehabilitates *Young v. Grote* as good law, and good law on this basis is most beneficial to bankers." This is fairly strong speaking of a Court that included Lord Halsbury and Lord Macnaghten, but the judgment was delivered by Sir Arthur Wilson, and whatever there may be to be said for compulsorily unanimous judgments, they do not carry the weight of the resultant of independent decisions. Written with this force and directness and with Sir John Paget's great experience of banking law, the book is a very valuable and practical guide to the law of banking. Another part which can be read with interest and profit is the discussion of *Vagliano's Case*, 1891, A.C. 107, and *N. & S. Wales Bank v. Macbeth*, 1908, A.C. 137, with their implications.

Sale of Real Estate either by Conveyance or by Vol. 1.

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Books of the Week.

Sale of Land.—A Treatise on the Law of Vendor and Purchaser of Real Estate and Chattels Real, intended for the use of Conveyancers of either Branch of the Profession. By T. CYPRIAN WILLIAMS, one of the Conveyancing Counsel to the Court. Third edition. By the Author, assisted by JOHN M. LIGHTWOOD, M.A., Barrister-at-Law, in two vols. Vol. I. Sweet & Maxwell, Ltd.

Magistrates' Law.—Oke's Magisterial Formulist. Being a collection of Forms and Precedents for practical use in all cases out of Quarter Sessions, and in Parochial Matters by Magistrates, their Clerks, Solicitors and Constables. Tenth edition. By S. E. MAJOR, Jr., Solicitor. Butterworth and Co. 55s. net.

Club Law.—Five Hundred Points in Club Law and Procedure. Special articles on "Clubs, Architects and Builders," "Clubs and Dramatic Law," "Clubs and Assessments." By B. T. HALL. Working Men's Club and Institute Union, Ltd. 2s.

Correspondence.

Famous Laymen of Lincoln's Inn.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Dear Sir,—The gentleman who prepared your list of famous laymen at this Inn did not search very far for the record of Disraeli, which is duly printed and indexed. I inclose a copy.

W. PALEY BAILDON.

[The following is the entry of which Dr. Baildon encloses a copy:—
Lincoln's Inn Admission Register (ii, iii.)

1824, Nov. 18.—BENJAMIN D'ISRAELI, of Bloomsbury Square, Esq., aged 20, eldest son of Isaac D'Israeli of the same, Esq.]

5, Stone Buildings, Lincoln's Inn,
December 2, 1922.

[We are obliged through pressure on our space to hold over some correspondence].

CASES OF THE WEEK.

Court of Appeal.

In re BEECH'S ESTATE; BEECH v PUBLIC TRUSTEE.

No. 1. 15th November.

PROBATE—WILL—SOLDIER'S WILL—LETTER WRITTEN ON ACTIVE SERVICE—STATEMENT OF EFFECT OF TESTAMENTARY DISPOSITIONS—NO TESTAMENTARY CHARACTER OR INTENTION—NOT ADMISSIBLE TO PROBATE.

The testator, a soldier on active service, wrote letters from the front to his son informing him that certain property of which he was tenant for life, and over which he had a power of appointment, would belong to him (the son) after the testator's death. The letters indicated an intention at variance with the construction put upon the will after his death by the Chancery Division.

Held, that the letters could not be admitted to probate as a soldier's will or codicil, as they were not testamentary in character or intention, and did not amount to a testamentary act, but were only a statement of the testator's belief as to his previous testamentary acts.

Whyte v. Pollok, 7 A.C. 400, applied.

Decision of *Salter, J.*, affirmed.

Appeal from a decision of *Salter, J.*, in the Probate Division. The testator, Colonel R. J. Beech, made a will dated 23rd February, 1917, and a codicil dated 4th February, 1918, and thereby, having appointed the Public Trustee his executor, he devised and bequeathed the residue of his property to trustees, to be divided and to go, one-half to his only surviving son, Captain Douglas Murray Beech, and one-fourth each to his two daughters. The testator died on 30th August, 1919, and probate was granted of the will and codicil on 27th November, 1919. Under two settlements the testator was a tenant for life of two estates, the Shawe Estate in Staffordshire and the Brandon Estate in Warwickshire, and the remainder in default of appointment by him to the contrary was settled in each case upon his first and other sons in tail male. The testator's eldest son at the date when his will was executed had been killed in the war. The will contained a general residuary devise and bequest expressed to include all property over which the testator should have a general power of appointment by will. On the construction of the settlements and will *Peterson, J.*, held, on an originating summons, that the general residuary devise in the will exercised the power of appointment in regard to Brandon but not in regard to Shawe, and the plaintiff Captain Beech appealed from this decision. On 12th July, 1921, the plaintiff brought the present action in the Probate Division claiming revocation of the probate of the will granted in common form, and probate in solemn form with the omission of certain words referring to the exercise of the power of appointment, and he further claimed probate of two letters written by the testator on active service, one of which had been lost but

its contents and effect had been proved by the plaintiff's evidence. The two letters were both written to the plaintiff, then on active service in Palestine. The first one, which had been lost, informed him that after the writer's death both the Shawe and the Brandon properties would belong to the plaintiff. The second letter, relied on as being a soldier's codicil, was as follows:—"23rd March, 1918. My dear Douglas,—We are in the midst of a most tremendous battle. The attacking force is much superior to ours in strength. Newspapers will keep you informed of how things go. By the time you get this no doubt it will be decided one way or the other. The Russian collapse has of course altered the conditions to our disadvantage. I hope, however, we shall pull through. . . . When I told you about Shawe going to you after me, I should also have said that Kitty will be able to use the house if she wishes during her lifetime, she paying the house rates. I take it Brandon will be sufficient for a residence for you and Clare. I pray that God may bless you both.—Best love from your m. aff. FATHER." *Salter, J.*, held that the two letters were not testamentary in character or intention, and therefore were not admissible to probate. The plaintiff appealed.

The Court dismissed the appeal.

Lord STERNDAL, M.R., said that *Salter, J.*, had decided two points, the first of which did not arise on appeal. The second was that two documents, or rather one document with the proved contents of another, ought not to be admitted to probate as testamentary instruments. He (his lordship) thought that he was right, but he regretted having so to decide, as he thought that those documents if admitted might have brought to an end an unfortunate family controversy. The will of a soldier on active service was not subject to the same restrictions of form as wills of other persons. Until recent years not much attention had been paid to the subject by the court, but during and since the war there had been a number of cases. In his opinion, a soldier's will was in the same position as the will of a civilian was before the Statute of Frauds (1677). It might be that the courts had been inclined out of sympathy to treat a document or conversation which was said to be a soldier's will with even greater lenience than such a civilian's will, but in his opinion there was no difference between the two cases. The court had been referred to a number of cases which he did not propose to discuss, as all the authorities had been exhaustively reviewed by *Scrutton, L.J.*, in a recent case, *Godman v. Godman*, 1920, P., 261. The principle applicable could best be taken from the words of Lord Selborne in *Whyte v. Pollok*, 7 A.C. 400, where he said (at p. 405): "In the first place I lay it down that it is, in my judgment, a proposition universally true that nothing can receive probate which was not intended to be a testamentary act by the testator. Of course it might happen that something which he did not originally intend to be a testamentary act was converted into a testamentary act by a subsequent and sufficient manifestation on his part; but, either at the time when the act was originally done or at some other time, he must, in a sufficient way, manifest his purpose that it should be a testamentary act." He (his lordship) thought that was a perfectly correct statement of the law. By a "testamentary act" the learned lord did not mean a document which the testator must execute as a will, or at any rate thought was a will, so long as it was an expression of his wishes as to the destination of his property after his death. But it must be that. A document or conversation from which one could only speculate as to what was the testator's intention was not a testamentary act. It remained to apply those principles to the present case. His lordship then stated the facts, reading the evidence as to the lost letter, and the contents of the letter of 23rd March so far as material, and proceeded. He asked: Were those documents expressions of the testator's wishes about what was to be done with his property? It seemed to him that they were not, but were only statements of what he had done. Upon one construction put upon the will they were, as to the Brandon Estate, inconsistent with it. But what he said at the end of the second letter about the occupation of Shawe by his daughter, Mrs. Allen, was not inconsistent with the will. There was no indication in the letters of any intention to alter his dispositions. The documents were statements, in the one case possibly and in the other case certainly, erroneous statements of the effect of the dispositions which he had already made. He was merely saying: "This is what I have done, and I think you would like to know." The appeal must be dismissed.

WARRINGTON, L.J., and *YOUNGER, L.J.*, delivered judgment to the same effect.—COUNSEL: *Maugham, K.C.*, and *Noel Middleton*; *Stafford Crossman*; *Hughes, K.C.*, and *T. Bucknill*; *Hon. Victor Russell*. SOLICITORS: *William Sturges & Co.*; *Finch, Jennings & Tree*, for *Moore-Bayley & Co.*, Birmingham; *Bischoff, Coke, Bischoff & Thompson*; *Thicknesse & Hull*.

[NOTE.—The above appeal was followed by the appeal in the Chancery action between the same parties, which turned on the construction of the settlements and will and does not call for any detailed report. The court, however, partially reversed the decision of *Peterson, J.*, and held that in the circumstances, the testator did not by his will exercise his general power of appointment over either Shawe or Brandon, and that they both passed under the settlements to Captain Douglas Beech as tenant in tail.]

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

Mr. Walter Charles Renshaw, K.C., eighty-one, of Sandrocks, Keymer, Sussex, and of Lincoln's Inn, W.C., for some years a member of the Supreme Court Rule Committee and of the Council of Law Reporting, left estate of gross value £63,173.

High Court—Chancery Division.

HOARE & CO., LIMITED v. Sir R. McALPINE & SONS, LIMITED.
Astbury, J. 21st November.

NEGLIGENCE—NUISANCE—VIBRATION—SUBSIDENCE—DRIVING PILES FOR CONSTRUCTION OF NEW BUILDING—DAMAGE TO OLD BUILDING—LOSS OF SUPPORT—NOTICE TO PULL DOWN.

The defendants in carrying out works on the site of a large new building in Lower Thames Street, London, caused damage to the plaintiffs' premises by vibration and loss of support. The damage was alleged to be caused by the driving of piles for the foundation of the new building. The defendants contended that the damage arose from the old and unstable condition of the plaintiffs' premises.

Held, that the condition of the plaintiffs' premises did not deprive the plaintiffs of a right to damages.

Rylands v. Fletcher, L.R. 3 H.L. 330, applied.

This was an action by Hoare & Co., brewers, the lessees of the Steam Packet Hotel and their tenant, against the defendants, who were contractors, to restrain them from carrying out works on the site of a proposed new building so as to cause damage by subsidence and vibration and loss of support to the plaintiffs' premises, and for damages. The damage was alleged to be caused by the driving of piles for the foundation of the new building. The defendants were constructing a very large building on the south side of Lower Thames Street, and it was intended that it should attain the height of 120 feet. The site was on the London clay, over which there was a depth of about 16 feet of made ground, and in order that the building might be safe it was necessary to drive a large number of piles through the made ground into the clay. The piles were driven either by what was called a "monkey," which drops a weight of two and a half tons from a height of more than five feet four times a minute, or by a steam hammer delivering 140 blows a minute. It was stated that when a certain depth was reached the clay acted like a fluid in transmitting vibration. The plaintiffs alleged that the driving of piles produced such an effect on their building that in June, 1921, the Corporation served them with notice that the building was in a dangerous state, and requiring it to be made secure. The plaintiffs caused the building to be shored up, but in January, 1922, a notice was served that the house should be pulled down to the first floor, and the house has since been pulled down except the ground floor, which the plaintiffs have been allowed to retain for the sale of beer and other liquors. It was stated that the house was about a hundred years old, but the plaintiffs alleged that it had recently been thoroughly repaired, and was in a stable and good condition. The plaintiffs' lease had about ten years to run, the ground landlord being the Fishmongers Company, who required the plaintiffs to take any necessary action relying on the covenants in the lease.

ASTBURY, J., in the course of his judgment, said that he had to consider a question of fact and a question of law. The question of fact was whether the damage to the house was caused by vibration arising from the driving of piles by the defendants. The question of law was whether, assuming the above fact was proved, the condition of the house was such that the defendants were not responsible for the damage so caused. On the evidence given on behalf of the plaintiffs the question of fact seemed to be proved in their favour. It appeared that the defects in the house did not appear until after the pile driving had begun, and in his lordship's opinion the vibration from the pile driving caused the damage in consequence of which the order for demolition was made. The question of law remained to be considered. The defendants contended that their action was lawful, and that the damage arose in consequence of the weak and unstable condition of the house. They cited four cases which they said bore out their contention that the special condition of the house deprived the plaintiffs of a right to damages. These were *Grosvenor Hotel Co. v. Hamilton*, 1894, 2 Q.B. 836; *Robinson v. Kilvert*, 41 Ch. D. 88; *Eastern and South African Telegraph Co. v. Cape Town Tramways*, 1902, A.C. 381; and *Kine v. Jolly*, 1905, 1 Ch. 480. But these were in the main cases of nuisance, and *Rylands v. Fletcher*, L.R. 3 H.L. 330, was neither cited nor applied in them, and he did not think they applied in the present case. The plaintiffs said that they had a right of action here as in *Rylands v. Fletcher*, and that the condition of the property had nothing to do with such right. They relied also on *National Telephone Co. v. Baker*, 1893, 2 Ch. 186, and *A.G. v. Cory Brothers & Co.*, 1921, 1 Ch. 521. In his lordship's opinion *Rylands v. Fletcher* applied to the present case. The house in 1920 was not a delicate instrument which would be easily damaged by a justifiable action as suggested by the defendants. It was old, and built in an old fashion, but on proper lines, and had been repaired in 1919 to the satisfaction of the district surveyor. There was no justification for its being shaken down in its declining age by an adventurous and powerful neighbour. It was an alarming proposition that one should have to consider such a question as when did an old building lose the right to protection. There was no place now for an injunction, but the plaintiffs were entitled to a declaration that they were entitled to damages, and the amount of those damages would be referred to the Senior Official Referee, but the inquiry would be deferred for four weeks while the defendants considered the question of an appeal. The defendants must pay the costs of the action.—COUNSEL: Tomlin, K.C., and J. Fulton Carr; Upjohn, K.C., Farwell and T. Mathew; SOLICITORS: Sandilands & Co.; and Herbert Reeves & Co.

[Reported by S. H. WILLIAMS, Barrister-at-Law.]

THE DUFF DEVELOPMENT COMPANY LIMITED v. THE GOVERNMENT OF KELANTAN AND THE CROWN AGENTS FOR THE COLONIES. Russell, J. 27th, 31st October, 3rd, 21st November.

INTERNATIONAL LAW—SUBMISSION TO THE JURISDICTION BY INDEPENDENT SOVEREIGN STATE—WAIVER OF RIGHTS.

A submission to the jurisdiction by an independent Sovereign State by the initiation of proceedings in our courts does not involve a waiver of the protection afforded by international comity to the property of a foreign state, and accordingly that property could not be taken in execution by the ordinary processes of execution in our courts, but the judgment obtained must be enforced in the courts of the Sovereign State.

The Duke of Brunswick v. The King of Hanover, 1844, 6 Beav. 1, applied.

This was an application by the plaintiff company as judgment creditor for an order that the Crown Agents of the Colonies against whom the plaintiff company had obtained a garnishee order nisi do pay to the plaintiff company certain sums due to the plaintiff company by the Government of Kelantan. The facts were as follows: There had been an arbitration in this country between the Government of Kelantan and the plaintiff company. In that arbitration the arbitrator had awarded to the plaintiff company a considerable sum for costs. The Government of Kelantan moved the court to set aside the award, and that motion was dismissed with costs. On appeal the order dismissing the motion was affirmed with costs. These three sums of costs amounted to over £5,000, no part of which sum had been paid. A sum of £1,725 was due at the London office of the Crown Agents for the Colonies from the plaintiff company to the Government of Kelantan in respect of interest on certain loans made by the Government of Kelantan to the plaintiff company. The loans had been negotiated through the Crown Agents, the money being paid by the Federated Malay States. It was suggested by the plaintiff company to the Crown Agents that this £1,725 might be retained in part payment of those costs, but the Crown Agents declined to do this, and the Company paid the money to them, and obtained a receipt for it. They then obtained a garnishee order nisi against the Crown Agents of the Colonies attaching all debts due from the Crown Agents to the Government of Kelantan to answer the two orders made against that government on their motion to set the award aside and the appeal therefrom. This order nisi had been served, and the plaintiff company now asked for an order on the garnishees to pay the £1,725 to them. The Government of Kelantan and the Crown Agents appeared together and claimed that the £1,725 did not now and never had belonged to the Government of Kelantan, and was never in the hands of the Crown Agents as agents for the Government of Kelantan, but was in their hands on behalf of the Federated Malay States. They further contended that Kelantan being an independent Sovereign State the court had no jurisdiction to execute the judgment by a levy on the property of that State.

RUSSELL, J., in the course of a considered judgment, after reviewing the facts and the documents, said: I come to the conclusion that on 17th July, 1922, when the order nisi was served the Crown Agents held the £1,725 on behalf of the Government of Kelantan, and they could not without that Government's authority make that sum the property of the Federated Malay States. On the question whether the Government of Kelantan is an independent State a letter has been read from the Secretary of State for the Colonies saying that Kelantan is an independent State in the Malay Peninsula, and that the Sultan Mohamet IV is the Sovereign Ruler thereof, and the letter concludes thus: "The Sultan in Council makes laws for the government of the State, and His Highness dispenses justice through regularly constituted courts of Justice, confers titles of honour and generally speaking exercises without question the usual attributes of Sovereignty." That letter is conclusive that Kelantan is an independent Sovereign State: see *Mighell v. The Sultan of Johore*, 1894, 1 Q.B. 149, at p. 159. In support of the view that in these circumstances the court has no jurisdiction to make the order asked for, reliance was placed upon *Vavasseur v. Krupp*, 1878, 9 Ch. D. 351, and *The Parlement Belge*, 1880, 5 P.D. 197, at p. 214, and the principles there laid down by Brett, L.J. In the present case the foreign sovereign has submitted to the jurisdiction in this sense, that the Sovereign of Kelantan was the initiator of the proceedings in this court, and in the Court of Appeal, and the real point for decision now is whether that submission involves a waiver of the protection afforded by international comity to the property of a foreign Sovereign State: see *Westlake's Principles of International Law*, 6th Ed., p. 262, s. 193, and *The Duke of Brunswick v. The King of Hanover*, *ubi supra*, at p. 39. In the present proceedings the plaintiff company are not seeking to enforce an already existing right to the moneys of the Sovereign State in the hands of the State's agent here, but are seeking for the first time to acquire such right. The court is not asked to declare a right and enforce it, but to create a right and enforce it. Before the court can do that the Sovereign State must have submitted to the jurisdiction for that purpose. In my judgment the Government of Kelantan has not done that. Judgment and execution are two different things. The liability of the Government of Kelantan is limited to the extent to which the orders made can be enforced against a Sovereign State for costs or otherwise. The only remedy of the plaintiff company is to take advantage of those regularly constituted courts of justice through which the Sultan of Kelantan dispenses justice in his Sovereign State. The application must be dismissed, but without costs.—COUNSEL: Maughan, K.C., and The Hon. R. Stafford Cripps; Upjohn, K.C., and W. E. Verne. SOLICITORS: Drake, Son & Parton; Burchells.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

REX v. GODFREY. Div. Ct. 18th October.

EXTRADITION—GOODS OBTAINED FROM FOREIGN COUNTRY BY FALSE PRETENCES—OFFENCE COMMITTED WITHOUT PRESENCE IN FOREIGN COUNTRY—FUGITIVE CRIMINAL—DEFINITION—EXTRADITION ACT, 1870, 33 & 34 Vict. c. 52, s. 26.

A man may become a "fugitive criminal" within the meaning of s. 26 of the Extradition Act, 1870, without having been physically present in the foreign state within the jurisdiction of which he has been accused or convicted of an extradition crime.

This was an application (adjourned to the High Court by the Vacation Judge) for a writ of habeas corpus on behalf of a man named Godfrey, against whom the Bow Street Magistrate had made an extradition order under the following circumstances. In July 1922 a warrant had been issued in Switzerland for the arrest of this man and two others on a charge of having obtained by false pretences a large quantity of silk from that country. Godfrey had made an affidavit in which he stated that he was a British subject, and that he was a partner with the two other men, and his principal contention was that, although the transaction was carried out by the other men on behalf of the partnership, he had not himself committed acts which brought him within the extradition law, as he had not left this country, i.e., that he was not a "fugitive criminal" within the meaning of the Extradition Act, 1870, as he had not been in Switzerland at any time material to these proceedings. By s. 26 of that Statute the term "fugitive criminal" is defined as follows: "The term 'fugitive criminal' means any person accused or convicted of an extradition crime committed within the jurisdiction of any foreign state who is in or is suspected of being in some part of Her Majesty's dominions." The case of *R. v. Nillins*, 53 L.J., M.C. 157, was referred to in the course of the arguments.

Lord HEWART, C.J., in delivering judgment, referred to the section and said that the words might at first sight appear to suggest that the criminal was one who had fled to this country from another country. The criminal was not, however, really fleeing from any particular country, but from the consequences of a criminal act, which he had committed there. In his view, the word "fugitive" was equally satisfied whether or not he had been in the other country. The application should, in his opinion, be dismissed.

AVOBY and SANKEY, J.J., concurred, and the application was dismissed.—COUNSEL: Sir Ernest Pollock, K.C. (Att.-Gen.), Givens and Roland Oliver; Whiteley, K.C., J. A. C. Keves and Erskine Harper. SOLICITORS: Treasury Solicitor; S. Myers & Son.

[Reported by J. L. DENISON, Barrister-at-Law.]

COHEN v. BENJAMIN. Bray, J. 16th October.

LANDLORD AND TENANT—EMERGENCY LEGISLATION—AGREEMENT FOR LETTING BUSINESS PREMISES—CONTEMPORANEOUS AGREEMENT FOR LETTING TRADE UTENSILS—RECOVERY OF POSSESSION—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11, Geo. 5, c. 17, s. 12 (2) (i), s. 13 (1) (3).

Certain premises at Stepney, together with certain trade utensils thereon, were let to a tenant for three years from 2nd July, 1919. The premises consisted of a shop, parlour and bakehouse on the ground floor, and three rooms on an upper floor, which were used as a bedroom, kitchen and store room. The standard rent was £40. At the end of the tenancy the landlord claimed to recover possession of the premises, alleging that they were used for business premises, and that s. 13 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, which related to business premises, had ceased to be operative.

Held that the premises constituted a dwelling-house within the statute, and that the tenant was entitled to the protection of the statute and to retain possession of the premises.

Action to recover possession of a shop at Stepney on the expiration of the tenancy agreement. The tenant relied on the protection of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. By a tenancy agreement dated the 2nd July, 1919, and made between the plaintiff and the defendant, the plaintiff let to the defendant a shop, bakehouse and premises (exclusive of an oven in the bakehouse) for three years at a weekly rent of £2. By an agreement of even date the plaintiff let to the defendant all the tools, trade utensils, fixtures, fittings, &c. (including the oven in the bakehouse) for three years from the 2nd June, 1919, at a weekly rent of £3. The defendant duly occupied the premises and carried on business there until the expiration of the tenancy on the 2nd June, 1922. The plaintiff having required him to give up possession he refused to do so, relying on the Increase of Rent and Mortgage Interest (Restrictions) Act, 1922. The standard rent of the premises was £40. The contention on behalf of the plaintiff was that the premises were business premises, and that as the operation of the Act of 1920 in respect of premises used for business expired before the termination of the tenancy, the defendant could not claim the protection of the Act. By s. 12 (2) it is provided: "This Act shall apply to a house or a part of a house let as a separate dwelling, where either the annual amount of the standard rent or the rateable value does not exceed (a) in the Metropolitan Police district, including therein the City

of London, one hundred and five pounds; (b) in Scotland ninety pounds; and (c) elsewhere, seventy-eight pounds, and every such house or part of a house shall be deemed to be a dwelling-house to which this Act applies. Provided that (i) this Act shall not, save as otherwise expressly provided, apply to a dwelling-house bona fide let at a rent which includes payments in respect of board, attendance or use of furniture (ii) the application of this Act to any house or part of a house shall not be excluded by reason only that part of the premises is used as a shop or office for business, trade or professional purposes By s. 13 it is provided (1) "This Act shall apply to any premises used for business, trade or professional purposes or for the public service as it applies to a dwelling-house . . . (3) This section shall continue in force until the twenty-fourth day of June nineteen hundred and twenty-one."

BRAY, J., in delivering a considered judgment, said that the defendant contended that he was protected by the Act of 1920, as the premises constituted a dwelling-house within the meaning of that statute and did not fall within the exceptions contained in s. 5. The premises consisted of a shop, parlour and bake-house on the ground floor and three rooms on the upper floor, one of which was used as a bedroom, another as a kitchen, and another as a store room. In his lordship's opinion the premises might be a dwelling-house, although they contained a shop. The case of *Tompkins v. Rogers*, 1921, 2 K.B. 94, to which reference had been made, was not an authority for the proposition that a house used for business purposes might not be a dwelling-house and entitled to the protection of the statute. [His lordship also referred to *Colls v. Parnham*, 1922, 1 K.B. 325.] With regard to the allegation that the premises were excluded from the Act as coming within proviso (1) of s. 12 (2), it could not properly be alleged that that proviso applied because the defendant had the use of the furniture. The agreements in question had nothing to do with the furniture, and the premises came within the protection of the statute, with the result that the defendant was entitled to retain possession of them.—COUNSEL: Vos; J. H. Critchley. SOLICITORS: Lawrence M. Davis; Liddle & Liddle.

[Reported by J. L. DENISON, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

BURNETT v. BURNETT & PURDY. Horridge, J. 28th November.

DIVORCE—PRACTICE—RESPONDENT A LUNATIC—NOTICE TO OFFICIAL SOLICITOR.

The respondent was a lunatic confined in Burntwood Asylum, Lichfield, where she was served with the petition and citation in the suit in the presence of the medical superintendent.

Held, that notice should be given to the Official Solicitor in case he thought fit to appear and take any part in the proceedings on behalf of the lunatic respondent.

Giles v. Giles, 1900, P. 17, cited.

This was a husband's suit for dissolution of his marriage with the respondent on the ground of her adultery with the co-respondent. The facts of the case were of no general or legal interest. No notice had been given to the Official Solicitor that the respondent was a lunatic.

HORRIDGE, J., found the adultery proved, and ordered notice to be given to the Official Solicitor. Liberty to apply.—COUNSEL: Cotes-Freedy. SOLICITORS: Murr & Co., for Sharpe, Darby & Millichip, West Bromwich.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

LUCID v. LUCID. Horridge, J. 28th November.

DIVORCE—WIFE'S SUIT FOR DISSOLUTION ON GROUNDS OF BIGAMY AND ADULTERY—ADULTERY COMMITTED BEFORE BIGAMOUS MARRIAGE—EVIDENCE ADMISSIBLE AND SUFFICIENT.

This was a wife's suit for dissolution of her marriage on the grounds of her husband's bigamy and adultery. The facts of the case were of no interest, but there was evidence that the adultery relied on in the suit was committed prior to the bigamous marriage. Evidence of the bigamous marriage having been given.

HORRIDGE, J., held that the evidence was admissible and sufficient to prove the case and pronounced a decree nisi with costs.—COUNSEL: G. Tyndale. SOLICITORS: De Buriatte & Bowen.

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

Mr. C. H. Tolley, 4, Great Winchester-street, E.C., writing to *The Times* (4th inst.), says: With reference to your correspondent's letter: 29th November, I would point out that it is well-established law that income-tax is chargeable upon the gross amount of income, which, of course, includes the tax. It is common knowledge, for example, that income-tax deducted from dividends is calculated at 5s. in the pound on the gross amount, and not upon the 15s. left after the 5s. is deducted, and, to be fair, this must be applied all round to every sort of income. Of course, the tax could be arranged as chargeable on the net sum, but the rate would necessarily be much more, and the mathematical labour involved would render such a scheme quite impracticable.

CASES OF LAST SITTINGS.

Court of Criminal Appeal.

MOORE AND OTHERS v. DOUGHORN. No. 2. 13th July.

REVENUE—INCOME TAX—LANDLORD AND TENANT—DEDUCTION FROM RENT—LEASE—FIRST YEAR AT A PEPPERCORN RENT—DEDUCTION FROM NEXT PAYMENT OF RENT—INCOME TAX ACT, 1918, 8 & 9 Geo. 5, c. 40, s. 1, First Schedule, Sched. A.

The plaintiffs let certain premises to the defendant for a term of seven or fourteen years at a rent for the first year of a peppercorn, and for the remainder of the term at an annual rent of £85. It was agreed between the parties that the defendant should repair the premises in consideration of which the first year was to be rent free. The defendant executed the repairs at an expense which exceeded £85, and he also paid the landlord's property tax under Sched. A. He sought to deduct the tax so paid in respect of his first year out of his first payment of rent in his second year, under r. 1 of Rule No. VIII of Sched. A, First Schedule of the Income Tax Act, 1918.

Held, that he was not entitled to recoupment of the tax paid by him in respect of the first year of the term.

Decision of Lush, J., reversed.

Appeal from the judgment of Lush, J. By a lease made in January, 1919, the plaintiffs demised to the defendant certain premises at Cleveland Mews, Hyde Park, Middlesex, for the term of seven or fourteen years from 25th December, 1918, at the yearly rent for the first year of a peppercorn (if demanded), and for the residue of the term at the clear yearly rent of £85, payable quarterly on the usual quarter days, and as additional rent such sums as the plaintiffs should expend in insuring the demised premises in the sum of £1,200; and the defendant covenanted (*inter alia*) to put the said premises into repair and keep them in repair during the said term as was in the lease more particularly mentioned. The reason for the defendant being allowed to have the premises rent free for the first year was that, before the lease was granted, the plaintiffs proposed to put the premises into a proper state of repair, but, finding that the expense was more than was anticipated, the defendant agreed to do so himself, with the result that the lease was granted on the terms of a peppercorn rent for the first year. The defendant accordingly had this work carried out, with the result that he incurred expenses considerably more than the later annual rent—namely, £85. In April, 1920, the plaintiffs' solicitors applied by letter to the defendant for £21 5s., the rent due on 25th March, 1920, together with £1 4s., the premium for insurance up to Christmas, 1919, and the defendant replied by sending a cheque for £10 16s. 6d., the balance which remained after deducting from the amount claimed the sum of £11 12s. 6d., which he had paid in the previous February, being the first half instalment of income tax due under Sched. A for the revenue year 6th April, 1919, to 5th April, 1920. The plaintiffs' solicitors returned the cheque, contending that the defendant was not entitled to deduct the income tax owing to the fact that his rent for the first year of the lease was a peppercorn rent; but the defendant replied that, although he had occupied the mews for the first year rent free, the premises had in fact cost him in the shape of repairs more than a year's rent of £85, and that, consequently, he was entitled to deduct the income tax from the first payment of the rent. At the trial it was contended on behalf of the plaintiffs that the income tax under Sched. A, being a tax on the enjoyment of real property, fell on the defendant, and that, as he had the premises for the first year rent free, he was not entitled to deduct the amount paid by him to the collector from rent afterwards paid by him to his landlords. It was contended on behalf of the defendant that the defendant had, in effect, paid rent for the premises demised to him in the form of repairs, which he had agreed to execute, and, consequently, that he was entitled to deduct the income tax from the next rent paid to the plaintiffs. By the Income Tax Act, 1918, First Schedule, Sched. A: "Tax under Schedule A shall be charged in respect of the property in all lands, tenements, hereditaments, and heritages in the United Kingdom, for every twenty shillings of the annual value thereof." "Rules applicable to Schedule A . . . No. VIII.—Rules as to the right of persons by whom tax is paid to recoupment in certain cases." Rule 1: "A tenant occupier of any lands, tenements, hereditaments or heritages who pays the tax shall be entitled to deduct and retain in respect of the rent payable to the landlord for the time being (all sums allowed by the commissioners being first deducted), an amount representing the rate or rates of tax in force during the period through which the said rent was accruing due for every twenty shillings thereof, the said deduction to be made out of the first payment thereafter on account of rent, and any receiver on behalf of the Crown or other person receiving the rent shall allow the deduction on receipt of the residue of the rent . . ." Lush, J., held that the defendant was entitled to make the deduction from his first payment of rent in his second year. The plaintiffs appealed.

BANKES, L.J., in the course of his judgment, said: I am not able to take the same view as the learned judge. Under the lease the position is quite clear that, for the first year of the tenancy, what was payable was a peppercorn. The first rent commenced to run from Christmas, 1919, and the first payment of that money rent became due on 25th March, 1920. It was from the rent which accrued due between Christmas, 1919, and March, 1920, that the tenant sought to deduct the income tax that he had paid in respect of the year 1919-20. To my mind one thing is quite clear,

that the only deduction which is allowed under the Income Tax Act, 1918, is a deduction from rent; and, with great submission to the learned judge, rent used in that Act, in Sched. A, No. VIII, is rent in its strict legal sense. It is not a payment which is a substitute for rent, or a payment which is equivalent to rent. With great submission to the learned judge, I am unable to arrive at a conclusion which justifies me in considering whether the rent which was affixed to the peppercorn for the first year was fixed at that figure because the tenant was to expend a certain amount in repairs, and for that reason to treat moneys which he spent in repairs as rent. I say that they may have been a substitute for rent; they may have been the equivalent for rent, but the answer to the view taken by the learned judge, and the contention of the learned counsel which we have just heard, that they are rent, is, it seems to me, simply that they are not rent. Counsel for the respondent founded their argument upon the construction of r. 1 of Rule No. VIII of Sched. A, Income Tax Act, 1918, and therefore it is necessary to consider the language of that rule carefully. As I have said, the lease provided that the tenant should pay for the first year a peppercorn, and subsequently a money rent. In a sense peppercorn is rent, but when the Legislature are referring to rent in r. 1, they are, in my opinion, speaking of a money rent—something that can be said to be due, something that can be said to be payable, something from which a deduction can be made, and having arrived at that conclusion, it is obvious that the peppercorn, although in a sense and strictly speaking it is rent, is not rent within the meaning of this r. 1. Then we have to consider the period from Christmas, 1919, to March, 1920, as the only material period during which rent was accruing, and it is only from such rent that the rule allows a deduction. It allows a deduction from that rent. The rule provides that a tenant who pays the tax should be entitled to deduct and retain in respect of the rent payable to the landlord for the time being an amount representing the rate or rates or tax in force during the period through which the said rent was accruing due. If I understand counsel for the respondent rightly, his argument is that he desires to read the word "thereof" as referring to rent generally. My answer to that contention is this: It is not rent generally, but a rent which accrued during that period and it is an amount of six shillings for every twenty shillings thereof—that is, for every twenty shillings of the rent which is the only rent which accrued due in this case at all, and which was rent which accrued during that particular quarter from December, 1919, to March, 1920. In these circumstances it appears to me that the contention of the tenant was not maintainable, and that the view taken by the learned judge was wrong, and that the only deduction which the tenant was entitled to make was a deduction of six shillings for every twenty shillings of that quarter's rent. For these reasons I think that the appeal must be allowed.

WARINGTON and ATKIN, L.J.J., concurred. Appeal allowed.—COUNSEL: Disturnal, K.C., and Foa; T. W. H. Inskip, K.C., and Traynell. SOLICITORS: Gibbon and Moore; J. A. & H. G. Farnfield.

[Reported by T. W. MORGAN, Barrister-at-Law.]

In Parliament.

House of Commons.

Questions.

ASSIZES, YORKSHIRE.

MR. BURTON (Thirsk) asked the Attorney-General whether the Committee set up under the chairmanship of the Hon. Mr. Justice Rigby Swift to consider the question of taking away the assizes from certain towns will continue to function; and, if so, whether he will undertake that, when the case of removing the assizes for the North and East Ridings of the County of York from York to Leeds is under consideration, the chairman of quarter sessions for the said Ridings may be heard by the Committee in opposition to such removal?

Sir D. Hogg: In answer to the first part of the question, Mr. Justice Rigby Swift's Committee was appointed to consider what re-arrangements of the Circuits of the Judges can be effected so as to promote economy and the greater despatch of the business of the High Court. The Government have requested the Committee to continue its duties. In answer to the second part, the Government cannot give an undertaking as to what evidence the Committee will consider it necessary to hear, but I am confident that before reporting they will take all such means as are available for informing their minds upon the subjects of their reference, and if the hon. Member anticipates that any such proposals as those which he suggests are likely to be considered seriously by the Committee, his best course would be to communicate with the secretary. (29th November.)

ASSIZES.

MR. FOOT (Bodmin) asked the Prime Minister whether steps are to be taken to alter the system relating to the holding of the Assizes at the present county towns; and whether this House will be given the opportunity of discussing any proposed changes before they are carried into effect?

THE ATTORNEY-GENERAL (Sir Douglas Hogg): I have been asked to reply. In answer to the first part of the question, I would refer the hon. Member to the reply I gave yesterday to the hon. Member for Thirsk and Malton (Mr. Burton). I cannot give an answer to the second part of the question until the Committee has reported.

Mr. FOOT: Do I understand from the answer that it is possible this considerable change—which has been denounced by many of the Judges—may be brought about without the House having an opportunity of expressing its opinion?

Sir D. HOGG: Until the Committee reports, it is impossible for us to say whether any considerable change will be required. Until we know what sort of changes are required, we cannot say whether it will be necessary to bring them before the House.

PRISONS ADMINISTRATION.

Mr. FOOT (Bodmin) asked the Home Secretary whether, having regard to the public demand for an inquiry into the prison system and the administration of His Majesty's prisons, he will appoint a Royal Commission for this purpose at an early date?

Mr. BRIDGEMAN: The Government will give careful consideration to this suggestion, but I am not in a position to make any announcement at present.

COUNTY COURT OFFICERS (PAY).

Mr. RHYS DAVIES (West Houghton) asked the Chancellor of the Exchequer whether he is aware of the poor pay of County Court officers; whether a definite official promise of re-organisation has been given to them; when it is proposed to give effect to this; and whether steps can be taken to expedite the matter to the fullest extent?

Mr. GERALD HURST asked the Chancellor of the Exchequer whether it is intended to carry out the recommendations of Mr. Justice Swift's Committee on the work of County Courts, dated 23rd October, 1920; and, if so, when the reforms therein advocated will be put in practice?

Mr. BALDWIN: The pay and conditions of employment of officials in county courts and the recommendations of the Committee, of which Mr. Justice Swift was chairman, have been under consideration. The settlement of a scheme for the future remuneration of the staffs has been delayed pending certain necessary preliminary arrangements, but will proceed when these arrangements, which are being expedited as far as possible, are complete.

MOTOR VEHICLES (TAXATION).

Mr. BONWICK (Chippenham) asked the Parliamentary Secretary to the Ministry of Transport when the Departmental Committee on the Taxation and Regulation of Road Vehicles will commence its inquiry into the present system of motor taxation?

Colonel ASHLEY: The Committee met some time ago to consider its new terms of reference, and decided to invite representatives of bodies and interests which might be affected to submit alternative schemes of taxation for mechanically propelled vehicles. A large number of suggestions have been received, including several elaborate schemes worked out in detail. These proposals are being summarised and classified, and will be submitted to the Committee for their consideration as soon as possible. (30th November.)

TRIAL BY JURY (COMMON LAW ACTIONS).

Mr. FOOT (Bodmin) asked the Attorney-General whether his attention has been drawn to the statements made by the Lords Justices of Appeal, in the Court of Appeal on the 6th July last, that the effect of s. 2 (1) of the Administration of Justice Act, 1920, is that the subject is deprived, in certain cases, of his right to have Common Law actions tried by a jury; and whether, having regard to the hope expressed by the Lords Justices that the right may be restored, he will take steps accordingly?

Sir D. HOGG: The matter to which the hon. Member refers is under the consideration of the Lord Chancellor in consultation with the Rule Committee of the Supreme Court.

COUNTY COURT OFFICERS.

Mr. G. HURST (Manchester, Moas Side) asked the Attorney-General whether any steps have been taken to give effect to the recommendations made by Mr. Justice Swift's Committee on the 23rd October, 1920, as to the conditions of the employment of staffs in County Courts; and to what extent such recommendations will be carried out?

Sir D. HOGG: The recommendations made by Mr. Justice Swift's Committee as to the conditions of employment of staffs in County Courts form part of a larger scheme. That scheme cannot be put into operation without statutory authority. The matter has been, and still is, under consideration, with a view to working out the details of the scheme and preparing the necessary Bills, and I hope that substantial progress will be made in this matter in the immediate future.

RENT RESTRICTIONS ACT.

Colonel NEWMAN (Finchley) asked the Prime Minister whether the committee to consider and make recommendations for the continuance of the Rent Restrictions Act will be re-appointed before the Adjournment; and is he in a position to give the terms of reference?

Major BOYD-CARPENTER: The Departmental Committee appointed by the late Government is being reconstituted with the same terms of reference, namely,

"To consider the operation of the Increase of Rent and Mortgage Interest, etc. (Restrictions) Act, and to advise what steps should be taken to continue or amend that Act."

GERMAN SUBJECTS (SEQUESTERED PROPERTY).

Mr. MOREL (Dundee) asked the President of the Board of Trade the total amount in sterling of private and personal property belonging to German subjects in this country which has been sequestered, and the amount it is proposed to remit, out of the total, to British-born wives of Germans and to other individuals in special cases?

Sir P. LLOYD-GREAME: Assuming that the question refers to the property in the United Kingdom of Germans, wherever resident, the sum of £33,600,000 has already been paid to the Controller of the Clearing Office in respect of realisations, in addition to which reserves in the hands of the Custodian amount to approximately £1,500,000, and a sum of approximately £6,000,000 has been released to non-Germans. Certain further assets are still available for realisation, but it is not possible to state the realisable value. No estimate can be made as to the proportion of this sum which will eventually be released to British-born German women and to other individuals in special cases. Each of such cases is dealt with on its merits by Lord Justice Younger's Committee, and the Committee's recommendations are given effect to by the Custodian. (4th December.)

INCOME TAX.

Major Sir KEITH FRASER (Harborough) asked the Chancellor of the Exchequer whether, in view of the large variety and complexity of the Income Tax forms now issued to the public and the consequent expense to the national Exchequer and to the persons concerned, he will appoint a Committee to consider the simplification of these forms and the reduction of their number?

Mr. BALDWIN: I have already decided to appoint a Committee such as is suggested.

Captain BERKELEY asked the Chancellor of the Exchequer whether, in view of the many anomalies of taxation, particularly the assessment of Income Tax upon the joint income of husband and wife, and the objections raised against much of the present indirect taxation, he will consider the appointment of a small expert and impartial Committee to review the whole question and make a Report to this House?

Mr. BALDWIN: The answer is in the negative.

STAMP DUTIES.

Major M. WOOD (Aberdeen, Central) asked the Chancellor of the Exchequer if he is aware that the Inland Revenue authorities in Edinburgh have required a stamp of £31 5s. to be impressed on a sinking fund policy for £25,000 issued by a Scottish insurance company to an English client, whereas on a similar policy issued by an English company in connection with the same transaction their policy has been assessed in London at 6d. only; and, if so, whether he will take steps to remedy this inequality?

Mr. BALDWIN: The facts are as stated. The point arises from a difference between Scottish and English law as to what constitutes a bond. I agree with the hon. and gallant Member in deprecating a difference in the incidence of the Stamp duties between the two countries, but I am not prepared to say without further inquiry that on balance the difference is to the detriment of Scotland.

CYCLES (REAR LIGHTS).

Mr. PENNY (Kingston) asked the Parliamentary Secretary to the Ministry of Transport whether he would consider the desirability of introducing legislation to enforce the carrying of rear lights upon cycles, in view of the great personal danger to cyclists and motorists when this is not done?

Lieut. Colonel ASHLEY: Legislation on this important subject is now under consideration. (5th December.)

MASTER IN LUNACY.

Mr. ROBERT RICHARDSON (Houghton-le-Spring) asked the Prime Minister whether, in view of the importance of thoroughly reliable investigation into the welfare of the certified insane, whose pecuniary interests are committed to the care of a single Master in Lunacy, who is blind and dependent for his knowledge of facts upon the services of his clerk, he will institute an inquiry into the fitness of the Master for the discharge of his duties and the desirability of substituting as the holder of this office some other barrister or Master of high standing not so incapacitated?

The ATTORNEY-GENERAL (Sir Douglas Hogg): I have been asked to reply. This question refers to a most zealous and efficient public servant, and I regret that it should have been asked. I think it right, however, that the House should know that some months ago (long before this question appeared upon the Paper) the Master in Lunacy intimated his desire to retire from the public service at the end of the present year. (6th December.)

New Orders. Supreme Court, England.

PROCEDURE.

THE RULES OF THE SUPREME COURT (FOREIGN CONVENTIONS), 1922. DATED NOVEMBER 10, 1922.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

ORDER XI.

1. The following rules shall be inserted in Order XI of the Rules of the Supreme Court 1883 and numbered therein as rules 11, 12 and 13 respectively.

"11. *Service of English documents abroad.*—Where leave is given in a civil or commercial cause or matter to serve any Writ of Summons, Originating Summons, Notice, or other document in France or in any other foreign country with which a Convention in that behalf has been or shall be made, the following procedure shall, subject to any special provisions contained in the Convention, be adopted:—

(1) The party bespeaking such service shall file in the Central Office a Request in the Form No. 10BB in Part I of Appendix A, which Form may be varied as may be necessary to meet the circumstances of the particular case in which it is used. Such Request shall state the medium through which it is desired the service shall be effected, i.e., whether (a) directly through the British Consul or (b) through the foreign judicial authority, and shall be accompanied by the original document and a translation thereof in the language of the country in which service is to be effected certified by or on behalf of the person making the request and a copy of each for every person to be served and any further copies which the Convention may require, unless the service is required to be made on a British subject directly through the British Consul in which case the translation and copies thereof need not accompany the Request unless the Convention expressly requires that they should do so.

(2) The documents to be served shall be sealed with the seal of the Supreme Court for use out of the jurisdiction and shall be forwarded by the Senior Master of the Supreme Court to the Under Secretary of State for Foreign Affairs for transmission to the foreign country.

(3) An official certificate, transmitted through the diplomatic channel by the foreign judicial authority, or by a British Consular authority, to the English Court, establishing the fact and the date of the service of the document, shall be deemed to be sufficient proof of such service, and shall be filed of record as, and be equivalent to, an Affidavit of Service within the requirements of these Rules in that behalf.

(4) In cases where a Writ of Summons or notice thereof is served pursuant to this Rule, and an official certificate of service is produced, no endorsement of service under Order IX, rule 15 shall be required.

12. Rule 11 shall not apply to or render invalid or insufficient any mode of service in any foreign country with which a Convention has been or shall be made which is otherwise valid or sufficient according to English procedure and which is not expressly excluded by the Convention made with such foreign country.

13. *Service of Foreign documents in England.*—Where in any civil or commercial cause or matter pending before a Court or Tribunal in France, or in any foreign country with which a Convention in that behalf has been or shall be made, a Request for service of any document on a person in England is received by the Senior Master of the Supreme Court from the Consular or other authority of such country, the following procedure shall, subject to any special provisions contained in the Convention, be adopted:—

(1) The service shall be effected by the delivery of the original or a copy of the document, as indicated in the Request, and the copy of the translation, to the party or person to be served in person by the Agent of the Official Process Server appointed pursuant to Order XI, rule 9 (2).

(2) No Court fees shall be charged in respect of the service. The particulars of charges of the Agent employed to effect service shall be submitted to a Taxing Master of the Supreme Court who shall certify the amount properly payable in respect thereof.

(3) The Senior Master of the Supreme Court shall transmit to the Consular or other authority making the Request a Certificate establishing the fact and the date of the service in person, or indicating the reasons for which it has not been possible to effect it, and at the same time shall notify to the said Consular or other authority the amount of the charges certified under paragraph (2) hereof."

ORDER XXXVII.

2. The following rules shall be inserted in Order XXXVII of the Rules of the Supreme Court, 1883, and numbered therein as Rules 6B and 6C respectively.

"6B. *Examination of witnesses abroad.*—Where an order is made for the issue of a Request to examine a witness or witnesses in France, or in any other foreign country with which a Convention in that behalf has been or shall be made, the following procedure shall be adopted:—

(1) The party obtaining such Order shall file in the Central Office an Undertaking in the Form No. 37CC in Appendix K, which Form may be varied as may be necessary to meet the circumstances of the particular case in which it is used.

(2) Such undertaking shall be accompanied by—

(a) A Request in the Form No. 37CC in Appendix K, with such variation as may be directed in the Order for the issue thereof together with a translation of such Request in the language of the country in which the same is to be executed.

(b) A copy of the Interrogatories (if any) to accompany the Request, and a translation thereof.

(c) A copy of the cross-interrogatories (if any), and a translation thereof.

6C. Where an Order is made for the examination of a witness or witnesses before the British Consular authority in France, or in any other foreign country with which a Convention in that behalf has been or shall be made, such Order shall be in the Form No. 35BB in Appendix K, which Form of Order may be varied as may be necessary to meet the circumstances of the particular case in which it is used."

APPENDIX A. PART I.

3. The Form set out in Appendix A, Part I, to these Rules shall stand as Form No. 10BB in Appendix A, Part I, to the Rules of the Supreme Court, 1883.

APPENDIX K.

4. The Forms set out in Appendix K to these Rules shall stand as Forms Nos. 35BB, 37CC, and 37CCc, respectively in Appendix K to the Rules of the Supreme Court, 1883.

5. These Rules may be cited as the Rules of the Supreme Court (Foreign Conventions), 1922, and shall come into operation on the 1st day of December, 1922; and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

6. The Provisional Rules of the Supreme Court (Foreign Conventions), 1922, which came into operation on the 2nd day of July, 1922, shall continue in force till the 1st day of December, 1922, on which day the said Rules shall be superseded and replaced by these Rules.

Dated the 10th day of November, 1922.

Cave, C.
Hewart, C.J.
Sternale, M.R.
Henry E. Duke, P.
R. M. Bray, J.
Charles H. Sargant, J.

A. Adair Roche, J.
P. Ogden Lawrence, J.
T. R. Hughes.
E. W. Hansell.
C. H. Morton.
Roger Gregory.

[Appendix of Forms to follow.]

Ministry of Health.

NURSES' REGISTRATION.

In 1919, an Act was passed by Parliament providing for the registration of nurses for the sick. Under that Act a General Nursing Council was established, one of whose duties was the formation of the Register of Nurses. Work on its preparation has been going on steadily since that time and the Minister of Health has just given notice as required by Statute that the Register has now been compiled. The effect of this notice will be that after three months from the 5th December (the date of the Notice) the unauthorised use of the title "registered nurse" will render a person liable to a fine not exceeding £10 for a first offence and £50 for any subsequent offence.

The first Register is now being printed and will be published by the General Nursing Council, 12, York Gate, Regents Park, N.W.1.

Committee.

RENT RESTRICTION ACT.

The Government have re-appointed the Departmental Committee set up by the late Government to consider and advise on the operation of the Rent Restriction Act.

Two new members have been added to the Committee—namely, Sir Ernest Hiley, M.P., and Lieutenant-Colonel F. E. Fremantle, M.P., and Lord Onslow, the Parliamentary Secretary to the Ministry of Health, has been appointed to act as chairman in place of Sir Henry Norman, M.P., who has been compelled to resign from the Committee by the pressure of his private business.

The Committee has commenced work, and on Wednesday heard evidence from the Surveyors' Institution, and on Thursday from the Auctioneers' and Estate Agents' Institute.

Sir H. Trustram Eve read a paper entitled "Points on 'Schedule A' Assessments" before the Auctioneers' and Estate Agents' Institute, at Sion College, on 30th November. He said that "Schedule A" assessments (income-tax on real estate) were neither fair nor equal if used for any purpose other than income-tax. Valuation lists and county rating bases should, as far as possible, continue to be on pre-war values. In his opinion it would not be long before values, generally speaking, would return to a 1914 basis. In a detailed examination of the subject he pointed out various contradictions in the "Rules for Estimating Annual Value."

Societies.

Lincoln's Inn.

QUINCENTENARY DINNER.

In celebration of the Quincentenary of Lincoln's Inn a dinner was given in the Hall on Tuesday night. Numerous guests and benchers and other members of the Inn were present and Lord Justice Warrington, Treasurer of the Inn, presided.

The Treasurer, proposing "The King," said that a communication had been received from His Majesty, saying that he and the Queen were much impressed by the commemoration service in the chapel, which they attended on 28th November, and that it was a special satisfaction to himself to meet so many of his fellow benchers.

The Lord Chancellor (Lord Cave), proposing the toast, "Lincoln's Inn," said that it was in the reign of Henry V, the victor of Agincourt, that the Society of Lincoln's Inn first migrated to the land on which the Inn now stood. Not much later the old hall was built, which lived to be bombed by Zeppelins, and the old buildings near it were almost as venerable. In a room over Lovell's gateway Cromwell and Thurlo w planned the kidnapping of Prince Charles, and some time later the Prince knighted four members of the Inn. What interested them most about the Inn was not so much its stones as the men who lived, and studied, and practised there. There Sir Thomas More set a high standard of equitable jurisdiction, and there studied and practised those sages of the law, Matthew Hale, Thurlow, Mansfield, Erskine, Brougham, Russell, and Bowen, and those masters of equity, Eldon, Sugden, Selborne, Cairns, Jessel and Macnaghten. Others were better known as statesmen than as lawyers—Cromwell, William Pitt, Macaulay, Gladstone, and Disraeli. That was a roll worth remembering by the students of to-day. But that of which they were most proud was the spirit which animated this old Inn. Their chief debt to the old Chancellors, More, Hardwicke, and others, was in the development of the human side of the law which they fostered. It was in the Chancery Courts that the doctrine was established that those in whom trust was placed must be compelled to keep faith, and that the strong arm of the law must be felt not only to exact damages if a mischief was done, but to intervene by injunction to prevent mischief being done. These principles were now part of the law of the land. The struggle between common law and equity was a long one. The first round ended, he supposed, in the time of James I, when Lord Chancellor Ellesmere won his victory over the Chief Justice, and the result of the struggle was registered to-day in those statutes which provided that when law and equity were in conflict the rules of equity should prevail. That was a great achievement for Lincoln's Inn—a result for which the struggle of five centuries was not in vain. He congratulated the Inn on its great principles and on its prosperity, and he wished it another five centuries of equal prosperity and equal achievement.

The Treasurer, in reply, said that in celebrating a great event in the history of the Inn, their chief feeling was one of thankfulness and gratitude. They testified to one form of that thankfulness by holding last Tuesday in their chapel a service, attended, not only by the Benchers who were now present, but by him who was one of their fellow Benchers—the King. They were also expressing their thanks for the men whose genius of character added lustre to the annals of the Inn. That night they were also expressing thanks to those who had attended the dinner, many of them from distant parts of the world. He was addressing a most remarkable company. They had there representatives of friendly countries, nearly all the prominent members of their profession, and representatives of their brothers in France and Belgium. The society, with its associates, the other Inns, it was agreed was founded some time early in the fourteenth century. From 1422 they had a fairly complete record of all the proceedings of the Inn, many of which contained matters of extreme interest. It was an institution for the study and practice of the law. The study of the law was carried on when there were no text books, but readings by prominent benchers, moots and things of that kind. Then there came an interval in which the Inns did not do much for the students of the law, but for the last fifty or sixty years the old practice had been revived, and now the Inns were a real legal university, in which the law was systematically taught and studied.

Lord Haldane, in the absence of Sir Edward Clarke, K.C., proposed "The Guests."

The Spanish Ambassador responded. In these institutions, the Inns of Court, he read the development of the triumph of mind as represented by the lawyer over force as the only foundation of government—not a triumph in the sense of servitude, but of sweet and willing compromise, in which right showed the way to might, and might upheld right. Law in itself was neither good nor evil, but it might be either according to when, where, to what ends, and by whom it was exercised. The majesty of English justice, the substitution of might by right, was a wonderful achievement. In it was the source of England's national strength.

Earl Beatty also replied.

The Master of the Rolls (Lord Sterndale) proposed the "Treasurer," to which Lord Justice Warrington replied.

The Company also included:—The French Ambassador, the Archbishop of Canterbury, Lord Wrenbury, Lord Beatty, Lord Birkenhead, Lord Finlay, Lord Shaw, Lord Phillimore, Lord Muir Mackenzie, Lord Mersey, Lord Sumner, Sir Robert Horne, Lord Carson, Lord Trevethin, Mr. Justice Eve, the Bishop of London, Sir Erskine Holland, K.C., Mr. Justice Sargant, Sir Alfred Hopkinson, K.C., Mr. Justice Lawrence, Dr. B. C. J. Loder,

Sir Frederick Pollock, K.C., Sir Lewis Dibdin, the First Lord of the Admiralty, the Chancellor of the Exchequer, Mr. Justice Romer, Mr. Justice Astbury, Lord Buckmaster, Lord Justice Bankes, Lord Justice Scrutton, Mr. Justice Bailhache, Mr. Justice Avory, Mr. Justice McCardie, Mr. Justice Darling, Mr. Justice Russell, Mr. Justice Sankey, Mr. Justice Salter, Mr. A. C. Peake (president of the Law Society), Mr. F. W. Anderton (Chairman of the L.C.C.), Sir H. F. Dickens, K.C. (Treasurer of the Inner Temple), Sir T. W. Chitty, Sir Henry Duke, the Dean of Canterbury, Sir W. Trower, Sir B. L. Cherry, Serjeant Sullivan, K.C., Mr. Justice Sim (New Zealand), the Lord Justice-General, Mr. Inskip, K.C., M.P. (Solicitor-General), Judge Sir G. Sherston-Baker, Sir Paul Vinogradoff, Sir Malcolm McLlwraith, K.C., the Dean of St. Paul's, Sir Roger Gregory, Sir Plunket Barton (Treasurer of Gray's Inn), Sir Arthur Underhill, Sir Claud Schuster, K.C., Sir Leslie Scott, K.C., M.P., Mr. Patrick Hastings, K.C., M.P., the Master of Trinity, Dr. Holdsworth, K.C., Sir C. Fortescue Brickdale, the Lord Advocate, Sir Ernest Pollock, K.C., M.P., Vice-Chancellor Lawrence, Mr. Justice Roche, Mr. R. Newton Crane, K.C., Mr. Justice Shearman, Mr. Justice Horridge, Mr. Justice Bowllatt, Mr. R. C. Nesbitt, M.P., le Batonnier de l'Ordre des Avocats à la Cour de Paris, and Maître Paul Quintin.

Incorporated Law Society of Liverpool.

The following are extracts from the Report of the Committee for the past year. For the annual meeting, see *ante*, p. 129.

Members.—The Society now consists of 415 members. The number of Barristers, Students and others, not being members, who subscribe to the Library is 61. During the year two members of the Society, Sir Charles H. Morton and Sir Frederick M. Radcliffe, received the honour of Knighthood from His Majesty the King. The hearty congratulations of the Committee were conveyed to the recipients by the President.

Obituary.—The Committee regret to record the deaths of the following members of the Society during the past year:—Mr. N. Battersby (Southport), Sir Harcourt E. Clare (Preston), Messrs. L. E. H. Duncan, F. J. Goodwin, F. E. Kent and E. G. Tarbet. The late Mr. Tarbet was elected a member of the Society in 1871, and served on the Committee for three years.

"Roll of Honour" Memorial Tablet.—In December last a brass tablet was placed in the Library containing the names of members, solicitor-managing clerks, articulated clerks, and clerks in the employ of members, who gave their lives in the recent War. The tablet was unveiled by the Lord Mayor, Alderman C. H. Rutherford (a member of the Society), and dedicated by the Right Reverend the Lord Bishop of Liverpool in the presence of a large number of members and relatives of the deceased.

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G. H. MAYNE, Secretary.

Costs of Leases, Liverpool Custom.—Several inquiries have recently been received from members and others as to whether the Liverpool custom (as set out on page 237 of *Law Practice & Usage in the Solicitors' Profession*, 1909) applies to neighbouring Boroughs or districts, i.e., Bootle, Seaforth Wallasey, &c. In accordance with the views from time to time expressed by the Committee and the various decisions given by the Conveyancing Referees of the Society during the past 30 years, the Committee are of opinion that, in the absence of agreement, the custom does not apply to leases of property situate outside the City of Liverpool.

Country Solicitors' Charges for Attending Trial in London.—As intimated in a previous Report, efforts were made to obtain an amendment of Order 65, Rule 27, Regulation 29, by providing that the cost of Country Solicitors attending trial in London, with witnesses, shall be allowed unless the Taxing Master is of opinion that such attendance was, in the circumstances unnecessary. In April last a letter was received from a member of the Society setting forth particulars of a case in which his firm acted for a London Solicitor and, on taxation, the London Solicitor's expenses for attending the trial at Liverpool were allowed by the Taxing Master. Whilst the Committee were of opinion that the costs of the London Solicitor attending the trial in Liverpool were properly allowed they are strongly of opinion that the practice should equally apply in the case of a Country Solicitor attending a trial in London.

Advertising by Solicitors.—The attention of the Committee was drawn by a member of the Society to a circular issued by a firm of publishers intimating that they were prepared to insert the name of his firm in a proposed legal directory, and that, in consideration of a sum of money inclusive of the cost of the publication, such insertion would be the only one for the district. The matter was brought before the Council of the Law Society with a suggestion that the Council should consider the advisability of circulating the various legal publishers deprecating the practice of making such offers.

Proceedings by and against the Crown.—A Select Committee was appointed by the Lord Chancellor and the Attorney-General "to consider the position of the Crown as litigant and to make such proposals for the modification of the existing law as might best conduce to efficiency and economy with due regard to the special necessity for safeguarding the collection of the revenue." At the request of your Committee Mr. J. Paxton gave evidence on behalf of this Society, whilst evidence was also tendered by Sir Charles Morton on behalf of the Law Society, by the Liverpool Steam Ship Owners' Association and the Association of Port and Dock Authorities. The Report of the Select Committee has not yet been issued, but it is understood that a Bill was prepared by the Lord Chancellor for introduction next Session with a view to abolishing, or at any rate, diminishing the special rights which the Crown enjoys as a litigant.

Counsels' Fees.—The General Council of the Bar appointed a Committee to consider the question of counsels' fees, and the Law Society were asked to appoint representatives to meet this Committee and submit any points which they desired to be considered. In response to a request from the Law Society your Committee considered the matter and submitted their views which are embodied in the copy letter, dated 22nd February, 1922, set out in the "Appendix." The Bar Council have recently intimated their desire for a conference with the Law Society on the subject.

Solicitors' Remuneration.—The draft of a Bill, proposed to be introduced by the Lord Chancellor into the House of Lords, was submitted to the Law Society, who referred it to the Special Joint Committee of the Law Society and the Associated Provincial Law Societies for consideration. The Bill, founded on the draft Bill originally submitted by this Society and the Law Society, contained a provision which was considered objectionable and representations were made to the Lord Chancellor for the deletion of this clause before its introduction into Parliament, as it materially prejudiced the main object of the Bill. The Bill has not yet been introduced.

Charges made by Local Authorities for usual Enquiries by Purchasers' Solicitors.—The attention of the Committee was drawn to the fact that certain local authorities in the district charged a fee for replies to the usual enquiries made on the purchase of property. Representations were made to the various local authorities concerned pointing out that, in the opinion of the Committee, it was unreasonable in the majority of cases to charge a fee having regard to the fact that the vendor was a ratepayer and consequently the prospective purchaser would become a ratepayer. From the replies received it does not appear probable that the authorities will waive the fee.

(To be continued.)

Incorporated Law Society of Plymouth.

The following is the Report of this Society for 1922:—

Your Committee herewith present their Annual Report to the 107th Annual General Meeting of the Society, being the fifty-first year since its incorporation.

The membership of the Society now numbers eighty-eight, in addition to which there are sixteen subscribers and three honorary members.

Your Committee have met seven times during the year, the average attendance being ten.

During the past year your Committee have given very careful consideration to the terms of the Law of Property Bill which has since become law. As the result of representations made by your Committee, important amendments and additions were made to the draft Bill in connection with Perpetually Renewable Leaseholds, and these have been duly incorporated in the Act.

Your Committee have also under their consideration the terms of the Solicitors Act, 1922, and are conferring with the Committees of neighbouring societies in regard to the possible provision of a School of Law for this district, such as contemplated by s. 2 of that Act. During the year a special effort has been made to obtain further members of the Law Society and as a result such membership has been increased by about twenty, but there are still upwards of thirty members of your Society who have not yet become members of The Law Society. Your Committee feel that in the interests of the profession as many members as possible should become members of the Law Society. They also wish to commend to the consideration of members the Solicitors' Benevolent Society which, at present, is not supported by members of your Society as it should be. They trust that during the coming year many more members will become subscribers to that Society.

Since the last Annual Report the Stamp Office at Plymouth has been closed, but not before strenuous efforts were made by your Committee, and especially by your President, who made a special journey to London to prevent the closing, but without success. Your Committee have to acknowledge, with many thanks, the gifts of a Vice-President's chair from Mr. G. N. Dickinson and three committee chairs from Mr. C. Matthews, Mr. W. H. T. Dawe and Mr. R. R. Rodd, Senr., respectively, in commemoration of their respective years of office. Your Committee record with regret the deaths during the past year of Mr. W. J. Woolcombe, Mr. F. J. Bone and Mr. R. R. Rodd, Senr., who were for many years members of your Society and all of them past Presidents.

Your Committee also regret to record the death of A. J. Stacey, for many years the Librarian of your Society. E. W. Denning has been appointed Librarian in his place.

Your Committee much regret to report that Mr. R. B. Johns, for thirty-five years one of the joint Hon. Secretaries of the Society, has found himself obliged, through pressure of work, to resign that office. They desire to place on record their deep appreciation of the services he has rendered to the Society, which they feel assured will continue to benefit by his wide experience and cordial support in all matters affecting the profession.

The officers for the ensuing year are: President, Mr. J. A. Pearce (Devonport); Vice-President, Mr. K. E. Peck (Devonport); Hon. Secretary and Treasurer, Mr. B. H. Whiteford, 17, Courtenay-street, Plymouth.

Law Association.

The usual monthly Directors' meeting was held at the Law Society's Hall on the 1st inst., Mr. T. H. Gardiner in the chair. The other Directors present were Mr. E. B. V. Christian, Mr. H. B. Curwen, Mr. P. E. Marshall, Mr. J. H. Molony, Mr. A. E. Pridham, Mr. R. M. Wood, Mr. W. M. Woodhouse, Mr. W. Winterbotham and the Secretary, Mr. E. E. Barron. The sum of £85 was voted in relief of deserving applicants, two new members were elected, and other general business transacted.

Lord Hewart on the Press.

The Lord Chief Justice (Lord Hewart) was the principal guest at the annual dinner of the London District of the Institute of Journalists at the Hotel Cecil last Saturday. Mr. William Latey, the Chairman of the London District, presided.

Mr. G. K. Chesterton proposed "Bench and Bar."

The Lord Chief Justice, says *The Times*, replying, said:—A newspaper has a considerable power especially for mischief. Suppose that a man has acquired a great deal of money, and he puts that money into soap, mustard, tobacco, or any other household commodity, his opinions, likes and dislikes, are precisely of as much consequence to the civilized world as they were before. If he was a foolish person before, his friends know he is a foolish person still. But suppose that that same man chooses to put his money into double rotary printing machines, the merest caprice and whim of that man, by the mere force of this mechanical duplication, may become a danger to the peace of the world. I say in all seriousness that that is a very formidable circumstance. When you put aside for the moment

the dreadful consequences of infinite multiplication—by the double rotary machine—it may now be a quadruple rotary—the merit of the newspaper depends, in the last resort, upon the individual capacity and character of the man who writes. The merit or demerit of that which is given to the public depends absolutely upon the character and the attainments of the individual journalist. That is why this most admirable Institute of Journalists is deserving of the commendation of us all. It is your object to raise the status and to cherish the traditions of the journalist. More power to your elbow.

Appeals to the Privy Council in Constitutional Cases.

(Continued from page 136.)

EFFECT ON RESPONSIBLE GOVERNMENT IN THE STATES.

If this last decision of the High Court is enforceable against the Government of a State, it must impair one function that is usually considered to be fundamental in any self-governing community—the right of its Parliament to control supplies. If the decision is enforceable, it means that the expenditure of a State, as regards its instrumentalities, may be taken out of the hands of the electors and the Parliament of that State, and be placed under the control of a Judge of the Commonwealth Court of Conciliation and Arbitration. Parliamentary control of State expenditure to that extent disappears, as also does the control of finance by the Executive.

[Mr. Robinson discusses the effect of this doctrine on State finance, and continues:—] It is, of course, well known that several of the States have constituted tribunals for the purpose of deciding the wages and hours of certain sections of the State employes, but these tribunals are creations of the State and they may be abolished by the body which created them. Response to their decisions is the free act of the State. If the decision in the *Engineers' Case* (8) is enforceable against the States, however, a different position is created. For, as regards employes in State instrumentalities, the State Governments and Parliaments would have no right to reject, or even to modify, any award of the Commonwealth Arbitration Court, and would be bound to comply with it, notwithstanding that the award might seriously affect the States' finances. Hence it is idle for Economy Leagues, Taxpayers' Associations, Farmers' Union Parties, Nationalist Parties, and other political organizations to advocate reduction in State governmental expenditure if this revolutionary decision is allowed to have effect. For not even by securing the return to a State Parliament of an overwhelming majority committed to reduce expenditure could this result be attained. The expenditure under this decision would, in the most numerous section of State governmental employes, be determined by a tribunal over which the State has, *ex hypothesi*, no control—a tribunal in no way responsible to the State, and one whose existence the State could not terminate as intolerable to be borne.

DID SPECIAL REASONS EXIST?

Application was made to the High Court in July of this year for a certificate entitling the State Governments concerned to appeal to the Privy Council from the decision in the *Engineers' Case* (8). This was refused. The judgment is a model of brevity, if it is not marked by any clearly defined reasons. All that is stated in the judgment of the Court is:—"In this case the majority of the Court are of opinion that the application for a certificate under s. 74 of the Constitution should be refused. My brothers Gavan Duffy and Powers dissent from this decision" (11). The majority of the Court apparently did not think this revolutionary decision, overturning established ideas of the Constitution, and imperilling the finances of every State, was one in which there were any special reasons why the Privy Council should hear an appeal on behalf of the State Governments. Surely if special reasons could exist for an appeal to the Privy Council they existed in this case. If an appeal cannot be allowed to proceed in such a case, then it seems impossible to imagine one in which an appeal to the King in Council will ever be permitted by leave of the High Court. It is regrettable that the application for a certificate that the case was a fit one for appeal to the Privy Council was refused.

Apart from the history of the Constitution already outlined, apart from the fact that Commonwealth and State Governments had for years prior to the decision of 1920 ordered their ways and framed their legislation on the basis of the decisions of the first High Court, that express guarantees had been given to investors, British and Australian, on the basis of those decisions, and that the revolutionary decision introduced an uncertainty into State finance when passing through most critical stages—there are other, possibly less apparent, but almost equally cogent reasons why the decision of 1920 should have been allowed to proceed to the highest tribunal in the Empire. This decision of 1920 opens a new vista. Its effect is that the Constitution may be changed from time to time in vital elements, not by the means laid down in s. 128, but by judicial decision. This leads to the conclusion that the meaning of the Constitution is dependent on variations in the personnel of the High Court, and that every time the composition of the Bench is altered any party may seek to reverse fundamental constitutional decisions. The danger to the prestige and independence of the Court is obvious, and little less obvious is the drawback

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to the community. The foregoing considerations are, of course, based on the assumption that the decision in the *Engineers' Case* (8) raises questions of the powers *inter se* of the Commonwealth and of the States, and that these questions may be concluded by a decision of the High Court. This view, apparently, the High Court itself takes.

IS AN APPEAL TO THE PRIVY COUNCIL CONCLUDED?

[Mr. Robinson argues that an appeal is not concluded, but we are not aware that an appeal has been brought, and this argument we do not reproduce. It appears to turn on the construction and effect of s. 74 quoted above. He concludes this section:—] Now the great issue in the *Engineers' Case* (8), was whether the Commonwealth can create a tribunal and invest it with power to prescribe the terms upon which the State Governments shall contract with their employes. Is there here any question of the limits *inter se* of two powers of the same character? Is not the real question whether the State is a "persona" bound to obey the commands of the Commonwealth? There is here no question which of the governments possesses the power to make laws prescribing rules of conduct to be observed by Australians upon a given subject matter. The definition of the subject matter of legislation is not in debate. The limits of no two powers are in dispute. The question simply is whether the sovereign State Government must, upon the subject matter of arbitration for the settlement of industrial disputes, conform to the law of the Commonwealth as a private employer.

It is for the Judicial Committee to determine whether this view is correct. If it is, s. 74 is no obstacle to an appeal to the Privy Council. An opportunity would still exist of addressing to the Judicial Committee those arguments for continuity in constitutional decisions which in other departments of the law have been long accepted as the familiar justification of our legal system.

CONTINUITY IN DECISIONS.

In the case of *Bourne v. Keane* (12), Lord Buckmaster deals with the principles on which a Court of final resort should act in regard to previous and accepted decisions of the Courts. "Decisions," his Lordship says, "that affect the general conduct of affairs, so that their alteration would mean that taxes have been unlawfully imposed, or exemption unlawfully obtained, payments needlessly made, or the position of the public materially affected . . . ought to continue."

In a lecture before the Political Science Association of the University of Michigan, the lecturer, Mr. C. A. Kent, put it in this wise:—

"The doctrine of our law as to precedents, the rule that a decision once made should be followed, and reversed only for the strongest reasons, has a great influence in the development of constitutional as well as other law. This rule is based on the great importance of making the law certain, and on that weakness of human reason, by which different minds, acting independently, though of equal ability and integrity, are so liable to come to diverse conclusions on many questions. Whatever certainty the law affords on some subjects, depends more on this doctrine of the binding character of precedents, than on the reasons given by the Courts for the first decisions. Some rules of constitutional law, perfectly settled, might be changed if they could be argued now as new questions. Their chief strength lies in the confusion which their overthrow would produce" (13).

(12) (1919) A.C., at p. 874.

(13) "Constitutional History of the United States as seen in the Development of American Law," at pp. 296-297.

(8) 28 C.L.R., 128.
(11) 29 C.L.R., 406.

The confusion that is being brought about by the decision in the *Engineers' Case* (8) is known to those responsible for administering the affairs of the State. Industrial organizations are being told to "go" for the States and to "go while the going is good." The destructive effect of the decision and of this advice (an inevitable consequence) on the finances of a State must be apparent to all thinking citizens.

A due appreciation of the need for continuity in constitutional decisions would have protected public finance, upheld the responsibility of Government in the States and added to the sense of continuity. Such a sense is one of the most precious possessions a nation can have. A visitor to England from the Dominions is impressed in many ways; but there is one vivid impression which he cannot at first define but which he ultimately comes to realise as the sense of continuity. This sense has an ethical, social and political value. It is one of the sources of our belief in England and the Empire, and it is a cause of the strength of the Empire.

The right of appeal to the Privy Council makes not only for Empire unity and a consistent and uniform interpretation of law, but gives to the Dominions and their institutions this inestimable sense of continuity.

CONCLUSION.

When the Federal Constitution again comes under review, the question of the right of appeal to the Privy Council in constitutional cases should be critically reconsidered. In my view, it might be left to the Privy Council itself to say when special leave to appeal on these questions should be given. Experience has shown that in mercantile cases the Privy Council by no means encourages appeals, and it may be taken for granted that on constitutional questions appeals would only be sanctioned in matters of first importance. I put the suggestion forward for your careful consideration. The present position is almost intolerable. A decision which leaves it open to litigants to seek to reverse accepted interpretations of the Constitution when there is a change in the personnel of the High Court makes it imperative for all who love their profession to ponder deeply on the present limitations on constitutional appeals to the Privy Council. The suggestion I have made would, in my judgment, be a security to the Commonwealth and to the States alike, and a benefit to litigants; and would also tend to maintain and increase the independence and influence of the High Court itself.

Mr. Robinson concludes with a quotation relating to the jurisdiction and influence of the Judicial Committee, from Lord Shaw's "Letters to Isabel," p. 305.

The White City.

MESSERS. GODDARD & SMITH, of 22 King Street, St. James', S.W.1, inform us that as the person to whom the property was knocked down at the auction failed to proceed with the purchase, the property still remains for sale by private treaty, and all communications should be addressed to them.

Law Students' Journal.

The Law Society.

FINAL EXAMINATION.

HONOURS.

November, 1922

The names of the Solicitors to whom the Candidates served under Articles of Clerkship follow the names of the Candidates.

At the Final Examination of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

(In order of merit).

EUGENE MEYER (Mr. Jonathan Edward Harris, of London).

HERBERT WILLIAM WILKES (Mr. Frederick Henry Gardner Tyndall, of the firm of Messrs. Tyndall, Nichols & Hadfield, of Birmingham).

SECOND CLASS.

(In alphabetical order).

BRAY BANBURY (Mr. Walter William Bond, of London).

PHILIP ROSE JOHNSTON, B.A. OXON. (Mr. Frederick Henry Chance, of the firm of Messrs. Coward & Hawkeley, Sons & Chance, of London).

VICTOR DILWYN JONES (Mr. Herbert Oliver, of Llandrindod Wells).

RICHARD WARDLE LYNN (Mr. William Gerard Finch, of the firm of Messrs. Finch, Johnson & Co., of Preston).

STANLEY HARCOURT PARTRIDGE (Mr. Harold Darracott Morris Barnett, of the firm of Messrs. Harding & Barnett, of Leicester).

MARY ELIZABETH PICKUP, B.A. WALES (Mr. Thomas William Pickup, of the firm of Messrs. Redfern & Co., of Birmingham).

JOHN GWYNNE THOMAS (Sir Walter Powell Nicholas, of the firm of Messrs. Morgan, Bruce & Nicholas, of Pontypridd).

CHARLES GEOFFREY VICKERS, V.C., B.A. OXON. (Mr. Harry Flude, of the firm of Messrs. Ingram, Berridge, Flude & Fearnson, of Leicester).

THIRD CLASS.

(In alphabetical order).

HAROLD JOHN BROWN, B.A., LL.B. Cantab. and Sheffield (Mr. Frederic Arthur Walker, of the firm of Messrs. Stanton & Walker, of Chesterfield).

MAUD ISABEL CROFTS (Mr. Francis Churchill Still, of the firm of Messrs. Trower, Still, Parkin & Keeling, of London).

RAYNARD WILLIAM DALE (Mr. James Murphy, of the firm of Messrs. Bartlett, Young & Murphy, of Loughborough).

SYDNEY GROVES (Mr. Henry Paterson Giasborne, J.P., of London).

CHARLES LESLIE HALE (Mr. Evan Barlow, of Leicester).

EVAN LEWIS JONES (Mr. Hugh Vaughan Vaughan, of Builth Wells).

HARRY PLEASANCE (Mr. Robert Pulsford Hart, of the firm of Messrs. Burton, Yeates & Hart, of London).

WILFRID JAMES RIGBY, M.A., LL.B. Manchester (Mr. Herbert Richard Rigby, of the firm of Messrs. Wright & Rigby, of Leigh, Lancashire).

MARY ELAINE SYKES, B.A., LL.B. London (Mr. James Sykes (deceased), and Mr. Alfred Ernest Yates Trestail, both of the firm of Messrs. Armitage, Sykes & Hinchcliffe, of Huddersfield).

ERIC CONSTANT WILLIS, LL.B. Liverpool (Mr. Francis Styan Moore, of the firm of Messrs. Moore & Son, of Birkenhead).

HENRY WALLACE YOUNDER (Mr. Travers Bidder Harby, of the firm of Messrs. Stilwell & Harby, of Dover).

The Council of the Law Society have accordingly given Class Certificates and awarded the following Prizes of Books:—

To Mr. Meyer—The Clement's Inn Prize—Value about £42, and the John Mackrell Prize—Value about £13.

To Mr. Wilkes—The Daniel Reardon Prize—Value about £21.

The Council have given Class Certificates to the Candidates in the Second and Third Classes.

One hundred and seventy-eight Candidates gave notice for Examination.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on 6th and 7th November, 1922:—

Adcock, Robert Henry	Gurney, Brian Taunton, B.A. Cantab.
Andrews, Edwin	Hale, Charles Leslie
Arnold, Frederick Octavius, M.A., M.D., B.C. Cantab.	Hampton, Joseph Dudley
Ashworth, Reginald, LL.B. Manchester	Harrison, George Beaumont
Auerbach, Jacob	Hart, Percival Henry
Babbage, Frank Ford	Hooper, Kenneth Victor
Badgery, Thomas Samuel Maxwell	Howells, Frank Basil
Baker, Harry Albert Justin	Hughes, Charles Cecil
Banbury, Bray	Hurton, Thomas Arthur
Barker, Osmond Turberville	Huxley, Arthur George
Barnett, Charles Lawrence	Jackson, John Kenneth
Bevan, William Eustace	Jackson, William Christopher
Biddle, William Joseph	Jessop, Frank Henry
Boucher, Noël, B.A. Oxon.	Johnson, Basil Henry, B.A. Oxon.
Boulter, Bertram Ernest	Johnston, Philip Rose, B.A. Oxon.
Bramall, Denys Henry	Jones, Evan Lewis
Brashier, Percy Hugh	Jones, Henry Neden
Brown, Harold John, B.A., LL.B. Cantab. and Sheffield	Jones, Victor Dilwyn
Brown, John Charles	Kidson, Arthur Cyril
Bullen, Tempest Carey	Layman, Felix Herbert, B.A., LL.B. Cantab.
Christian-Edwards, Thomas Guy	Levett, Theodore Angelo Roderick
Clare, Norman Stanley	Lewis, Cyril Frederick
Clegg, Ernest Horatio	Lynn, Richard Wardle
Cleverley, Geoffrey Charles, B.A. Oxon.	McHale, Cyril Michael
Crabb, Ernest Henry	Mackay, William Thomas
Critchley, William Jardine	Maith, Albert Edward
Croasdel, Ernest Bright	Meyer, Eugene
Crofts, Maud Isabel	Mitchell, Frank Lee
Dale, Raynard William	Mills, James
Dann, Sydney William Henry	Morgan, Eric Elton
Davies, Arthur Pryse	Morrison, Carrie
Davies, William King	Newton, William Copp
Dawkins, Ernest Ward	Nuttall, George Farnworth
Dawson, Percy, B.A. Cantab.	Partridge, Stanley Harcourt
Day, John Bigland	Pearce, Claude William Frederick
Elborne, John, B.A. Cantab.	Perkins, Arthur Benjamin
Ellis, Henry Carthew	Pickup, Mary Elizabeth, B.A. Wales
Evins, Morley Albert	Pleasance, Harry
Exell, Francis George	Rigby, Noah Augustus
Fanner, Robert William Hodges	Rigby, Wilfrid James, M.A., LL.B. Manchester
Fowler, John Thomas Francis	Robinson, Charles Hubert
Garrett, Henry Francis	Robinson, Charles Stuart
Gibson, Christopher Charles	Robinson, William Shaw Andrew
Gledhill, Louis Faustine	Seward, Frank
Godfrey, Robert Alfred George	Shawyer, William Edward
Greville-Smith, Dudley Frederic Howard	Shepherd, Athelstan Cumming
Griffin, Leslie John	Silvester, Norman Garlick
Groves, Sydney	Skelton, Alan John
	Slater, Stewart Beattie, B.A., LL.B. Cantab.

Somers-Clarke, Ernest Hugh
 Spencer, Eric Dale, LL.B. Sheffield
 Stammers, Eric Ernest
 Stringer, Frederick Haynes
 Strong, Charles Cyril
 Sturgess, William Joseph
 Sykes, Mary Elaine, B.A., LL.B.
 London
 Thomas, David
 Thomas, John Gwynne
 Trewavas, Charles
 Vickers, Charles Geoffrey, V.C.,
 B.A. Oxon.
 Walker, Eric
 Ward, Polliott Sandford Henry,
 B.A. Oxon.
 Ward, William Wray
 Weidner, Frederick
 Welman, Robert George

No of Candidates . . . 178

White, Clifford John
 Whittingham, Thomas Reginald
 Wilkes, Herbert William
 Williams, Emrys Ifor Edward
 Willis, Eric Constant, LL.B.
 Liverpool
 Windeatt, Arthur Cull Fabyan
 Winter, Richard William Samuel
 Withall, Bernard Philip Patrick
 Witty, Thomas Liggins
 Wood, Arthur Henry, LL.B.
 Manchester
 Wood, Frederick
 Woodham-Smith, George Ivon
 Woodhouse, William Joseph
 Wright, Frederic Alan
 Wyman, John Buswell Harrington
 Yale, James St. Clair Madryn
 Youden, Henry Wallace

Passed . . . 130

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 8th and 9th November, 1922.

A Candidate is not obliged to take both parts of the Examination at the same time.

FIRST CLASS.

Benjamin, Isaac Hyman
 Rowland, Stanley John

Gardiner, Cyril Owen
 Twist, Sybil Tassie

PASSED.

Allerton, Doris
 Ashman, Edward John
 Battersby, Frank Newton
 Bævor, Miles, B.A. Oxon.
 Bradley, Wilfrid Gray
 Brown, John Austin
 Carrington, Arthur Cecil
 Chesworth, John Henry
 Christian-Edwards, James Colin
 Clave, Maurice William
 Copley, Robert Alvery
 Davies, Eric Bancroft
 Forster, Charles Philip, B.A.
 Cantab.
 Franklin, Albert Victor, B.A.
 Oxon.
 Gale, John Douglas
 Greaney, Francis Charles
 Hall, Godwin Venimore
 Harold, Fred May
 Harrison, Henry Hugh Lichfield
 Heath, Graham Douglas, B.A.
 Cantab.
 Hemming, George Nathaniel
 William
 Hobley, Herbert Edward Hill
 Hodkin, Joseph Herbert
 Horner, George Duncan
 Hughes, Robert
 Jarrard, Albert Henry
 Lipton, Harry

Llewellyn, Robert Alexander, M.A.
 Oxon.
 Marks, Arthur Houlton, B.A., Oxon.
 Martin, George Legat
 Morris, Louis, B.A. London
 Nield, Albert
 O'Connell, Dermot Frank William
 Oldroyd, Thomas
 Payne, Charles Herbert
 Penistan, John Richard
 Price, Naphtali Julius
 Prior, Charles Morris Wandesforde
 Quennell, Hugh
 Rayner, John William
 Rea, Frederick Cyril
 Richards, William Morley
 Richmond, William Victor
 Russell, Frank
 Savage, Walter Samuel
 Stevens, Gertrude Matilda Sarah
 Sutcliffe, Harold
 Templeman, Arthur Cowley
 Urwin, Thomas Jennings
 Usher, William
 Waddington, Samuel Ernest
 Walker, Fred
 Way, Thomas Vernon
 Whitelock, Arthur Ernest
 Willis, George Charles
 Wright, Sam Bodily
 Wurzal, Ernest

The following Candidates have passed the Legal portion only:—

Allen, Albert Victor
 Allen, Charles Dudley
 Barrans, Basil Victor
 Bates, Frederick Oldham
 Bell, Arthur Francis
 Bell, Frederic Robinson
 Beven, Leonard Whyman
 Bingham, Maurice William
 Boulton, Robert Gerald Essington
 Bowdler, John Ernest Benjamin
 Bramley, Arnold George
 Brown, Arthur
 Busby, Edward Frederick
 Chilloott, Richard Ralph Bernard
 Clarke, Alfred William
 Cole, Frank Edward
 Cole, Maurice Buxton
 Crosswell-Bean, Henry
 Cullen, Cyril Keith
 Davidson, Arthur
 Davidson, James Keith
 Davies, Kenneth Moy

Davies, Thomas Hugh
 Dodds, James Hepple
 Donovan, William Timothy
 Eckford, Thomas John
 Evans, Joseph Reginald Lees
 Fail, Edward
 Farrell, Thomas Alfred
 Ferguson, Archibald John Lindo
 Fergusson, George Edward
 Foulkes-Robert, Arthur Davies
 Frodsham, Eric Leo
 Griffiths, William Thomas
 Hammond, Frederick Duncan
 Harrison, Charles Benjamin
 Haydon, William
 Hayward, Percy George
 Heath, Arthur Eric, B.A. Oxon.
 Heelis, Hilary Lorraine
 Higginson, Nicholas
 Hoare, Leonard Griffith
 Holcroft, Frederick Howard
 Thomas

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 within the United Kingdom.

Holland, Charles Ellis
 Holmes, Anthony Cecil Dailey
 Hope, Mary Dorothea
 Jackson, David
 James, Philip Gwynne
 Jarvis, George Martin
 Jeffery, Cecil Howard
 Johnston-Noad, Edward
 Jones, William Aneurin Owen
 Jones, Cecil Wilfred George
 Jones, Oswald Walker
 Jones, Theodore Eayrs Bangor
 Kemp, James Edward
 Kirkland, John
 Lark, Walter Eric
 Laurence, Joseph Norton
 Maddox, Edmund Theodore
 Mairs, Ernest
 Manning, Agneta Lina
 Maplesden, Arnold Keith
 Meads, Samuel Bertie
 Moriarty, John Oliver Mayo
 Morley, John Vernon
 Newborn, George Rupert
 Newton, Fred
 Norbury, Vernon
 Pain, Reginald Ernest
 Pervin, Herbert Edwin

No. of Candidates . . . 286

Passed . . . 159

The following Candidates have passed the Trust Accounts and Book-keeping portion only:—

Alexander, Stanley
 Arkless, Edward Ethelbert
 Ash, Herbert Mingaye
 Baines, Thomas Borlase
 Beer, William Robert
 Bell, Frederick Webster
 Blackburn, William Philip
 Blakeney, William Ernest
 Bond, James Leslie
 Boulton, Wilfred, B.A., LL.B.
 Cantab.
 Bowden, John Hadfield
 Bradbury, Charles Edward
 Bridge, Allman Vizer, B.A. Dublin
 Bridge, Ernest Patten George
 Bromet, Henry Anthony, B.A.
 Oxon
 Bromley, Donald William
 Brown, Herbert Sydney
 Buchanan, Angus, M.A. Oxon.
 Burton, Bruce
 Butler, George Henry, B.A. Oxon.
 Buxton, Francis Henry White
 Capes, Frank Hawksley
 Cash, Reginald Stanley Douglas
 Cawdron, Eric Reginald
 Champneys, Francis Charles, B.A.
 Oxon.
 Chew, Thomas Leslie
 Chilton, Benjamin, B.A. Cantab.
 Chitty, Walter Henry
 Chorley, Albert Cleasby, B.A. Oxon
 Clark, Harold Dixon

Cogger, Henry
 Collinge, Harry Horsman
 Cornford, John Edwin
 Crane, Samuel
 Crawshaw, Charles Felix Harbord,
 B.A. Oxon.
 Dallas, Hugh Waldron
 Davey, Reginald John
 Davies, Bertram
 Dock, William John
 Drake, Maurice Henry, B.A., LL.B.
 Cantab.
 Driver, Horace Owen
 Dunkerley, Frank
 Durrance, Arthur, B.A. Oxon.
 Edwards, Arthur Delmiro Mariano
 Edwards, Henry Nugent Armstrong
 Grey
 Elston, Roland Percival
 Field, William Christopher Benson
 Fishman, Hyman
 Foley, Henry Arthur
 Godfrey, Robert Alfred George
 Godwin, Gerald Noel
 Gough, Francis Hugh
 Grunhut, Victor Stephen
 Gwynn, Herbert Hugh
 Hampton, Joseph Dudley
 Hardwick, George Harold James
 Hare, Reginald Charles
 Haseldine, Ernest Burdett
 Hazard, Charles Gower
 Heap, George Mervyn

Heron, Cyril Ormerod
 Hill, John Norman
 Hind, Herbert Russell
 Hobhouse, Reginald Oliver, B.A. Oxon.
 Hudson, Reginald
 Husbands, John Henry
 Hussey, Bernard John, B.A. London
 Israel, Denis David Gabriel, B.A., LL.B. Cantab.
 Jackson, Frank
 Jeffrey, Hugh
 Jessop, Frank Henry
 Johnson, George Burlingham
 Kemp, William Walker, B.A. Oxon.
 Kershaw, Frank Joseph
 King-Wilkinson, Leonard Creswell
 Knowles, Arthur
 Lambert, Frank
 Lang, William Pulsford
 Lees, John Horsley, B.A., LL.B. Cantab.
 Lovett, Donovan Rupert Horace
 Lewis, Kenneth
 Lightfoot, Ernest Eldon
 Linney, Richard Crouchen
 Mann, Albert Russell, LL.B. Liverpool
 Miller, George Eric
 Monro, Henry Ramsay, M.A. Oxon.
 Morgan, Dorothy Mary Williams
 Moulds, Thomas Eustace, B.A., LL.B. Cantab.
 Nixon, Stanley
 Osborn, William Alfred Laughton
 Ould, Ernest, LL.B. Leeds
 Owen, Thomas Joseph
 Pack, Charles James
 Padfield, Francis Henry
 Page, William James
 Parkin, Ernest
 Paterson, Ian Henry Bernard, B.A. Oxon.
 Peel, Robert
 Phillips, James Ronald
 Phillips, William Herbert
 Pickard, Alexander
 Pitts, Stanley Edward
 Politzer, Eric Bache, LL.B. Cantab.
 Potter, Harry Edwin
 Powell, Wilfred George
 Puntan, Campbell
 Radcliffe, Edmund Reynolds
 Willoughby
 Rawlence, Alma du Hamel
 Rhodes, Harold

No. of Candidates - - 276

Passed - - 219.

Law Society's Hall,
 Chancery-lane, London, W.C.2.
 1st December, 1922.

By Order of the Council,
 E. R. COOK,
 Secretary.

Obituary.

Mr. Graham Hastings, K.C.

Mr. Graham Hastings, K.C., died on Tuesday at the age of ninety-two. He was one of the last of the barristers who had practised in the old Courts at Westminster; and he was the Senior Bencher of Lincoln's Inn, and probably the oldest member of the Inn with the exception of Sir Gardner Engleheart, who was born in 1823, and called in 1849.

The second son of John Hastings, M.D., a well-known and successful doctor practising in London, he was born on 7th October, 1830, and educated in Paris, Edinburgh, King's College, London, and Worcester College, Oxford, taking his B.A. degree with a third in *Lit. Hum.* in 1852. Having become a student of Lincoln's Inn in 1851, he was called to the Bar on 17th November, 1854, and soon acquired a reputation of perhaps the most useful and lucrative kind for a Chancery practitioner—that of special knowledge of company law. The great Act of 1862 sent a flow of work into Lincoln's Inn, and a full share came in his direction. Rather over fifty years ago the affairs of the European Life Assurance Society resulted in a special Act of Parliament, and an arbitration before Lord Westbury, in which Mr. Hastings figured prominently. He "took silk" in 1875, and practised before Vice-Chancellor Hall until the latter's retirement in 1882, when he continued with his successor, then Mr. Justice Kay, until the appointment in 1886 of the late Lord Justice Stirling as a Judge of first

Richardson, William
 Rigby, Wilfrid James, M.A., LL.B. Manchester
 Roberts, Frederic George
 Roberts, John Wood
 Robertson, Bernard
 Robinson, Gilbert Alma
 Robinson, Henry James
 Rogers, Archibald William
 Salter, Maurice Arthur, B.A. Cantab.
 Scott, Walter
 Sheehan, Maurice
 Shipley, Valentine Heber
 Silkin, Joseph
 Simons, Edward Woolf
 Steele, William Morgan
 Stone, Hyman
 Swan, Thomas, B.A., LL.B. Cantab.
 Tapp, Robert James
 Taylor, William Roughead, B.A. Oxon.
 Telfer, Esther Julia
 Terry, Francis Epps, B.A. Oxon.
 Thomas, Stanley Foster
 Tietjen, Catherine Charlotte
 Toyne, Wytan Butler
 Tuck, Albert Edward
 Venn, Francis Dudley
 Wadeson, Ralph Archibald
 Walker, Cecil Hirst
 Walker, Eric
 Walker, Eric Norman
 Walsh, Joshua Samuel, LL.B. Leeds
 Watson, Thomas
 Welsford, Frederick Mills, B.A. Oxon.
 Wharton, Alfred Burden
 White, Percival Edward
 Wilkinson, Arthur
 Wilkinson, Bernard
 Willan, John Johnson
 Wilson, Edward Geoffrey
 Withers, Alan Alfred
 Wood, Frederick George
 Wood, Herbert
 Woodward, William
 Woolley, William John
 Woollicroft, Phyllis Muriel
 Wootton, Thomas David
 Wright, Clifford Kent, B.A. Oxon.
 Wright, Percival Albert, B.A. Cantab.
 Wright, Thomas Meadows

instance, before whom he appeared until his own retirement at the end of 1897. Mr. Hastings was elected a Bencher of Lincoln's Inn in 1877, and is now succeeded as senior by Sir Edward Clarke, K.C.

Mr. Hastings married, in 1865, Constance, daughter of the Rev. C. E. Holt, but there was no issue. He was a member of the New University Club, and of the M.C.C., though as a spectator of cricket matches, whenever he could find time, rather than as a great player.

Mr. A. K. Loyd, K.C.

Mr. Archie Kirkman Loyd, K.C., who died on the 1st inst., was the third son of Thomas Kirkman Loyd, Bengal Civil Service. Born on 22nd January, 1847, he obtained an appointment in the Indian Civil Service, but resigned on being called to the Bar by the Middle Temple in 1868, and went the Midland Circuit. In 1892 he was made a Q.C., and a Bencher of his Inn in 1894. For many years he reported legal decisions of the House of Lords and the Court of Appeal. In 1894 he lectured on bills of exchange before the Institute of Bankers, and was editor of several editions of Sir John Byles's work on the same subject.

At the General Election in July, 1895, Mr. Loyd was elected as Conservative member for the Abingdon Division of Berkshire, and sat for ten and a half years, retiring at the dissolution in 1905. In Parliament he was an active supporter of legislation for old-age pensions, for reducing the burdens on land, tithe rent charge, &c. In August, 1916, he was again returned for the Abingdon Division of Berkshire, and sat till the dissolution in November, 1918. He was an alderman of the Berkshire County Council, J.P. and D.L. for Berks, and during the war chairman of the North Berks Recruiting Officers' Advisory Committee.

Mr. Loyd married, in 1885, Henrietta Louisa, daughter of Edmund Lewis Clutterbuck, of Hardenhuish Park, Chippenham, and had four sons, Captain R. A. Loyd, Captain R. L. Loyd, 1st Life Guards, who married Miss Olive Gladstone, Mr. G. A. Loyd, Scots Guards, who was killed in action in November, 1914, and Captain W. H. Loyd, who married Eileen, daughter of Sir Charles Oakeley, Bart.

Mr. Clement Locke Smiles.

We regret to record the death, which occurred on the 26th ult., of Mr. Clement Locke Smiles, Senior Partner of the firm of Solicitors in Bedford Row, London, which bears his name.

Mr. Smiles, who was within five weeks of completing his seventy-eighth year, was the seventh son of Dr. William Smiles, of Shipton-on-Stour. Educated at Epsom, and articulated in the law at Tewkesbury, he came to London in 1871, and in the following year became a partner in the firm of which, at the time of his death, he had been for over 40 years, the head.

In the early eighties Mr. Smiles was appointed Commissioner on behalf of the European holders of Peruvian bonds, to proceed to South America to negotiate a settlement with the Governments of Chile and Peru, then recently emerging from war. Several years were occupied by negotiations under very many vicissitudes, until eventually the Grace-Donoughmore Contract of 1889 brought about the cancellation of the old Peruvian debt and led to the formation of the Peruvian Corporation, of which Mr. Smiles was a director at the time of his death. Later, he was instructed by the British Government to represent the British claims against Chile in the Berne Arbitration, extending over some seven years. He was a director of the General Accident Fire & Life Assurance Corporation Ltd., and Chairman of Betteley & Co. Ltd.

Prominent among many institutions to which he devoted assiduous attention were his old school, Epsom College, and the Earlwood Institution, and he was a member of the governing body of each. In recent years he had taken a less active part in legal business.

Mr. Smiles' first wife, a daughter of the late Judge McIntyre, Q.C., died in 1892. A few years ago he married Mrs. Hume Dodgson, who predeceased him by a year and a half. He had no children.

The funeral took place on Friday, at Highgate Cemetery, and was preceded by a Memorial Service at St. Clement Danes, Strand, which was very largely attended by relatives, friends, and representatives of the various public and corporate bodies with which Mr. Smiles was associated.

Legal News.

Information Required.

TO SOLICITORS, BANKERS AND OTHERS.—Will any person having the custody or any knowledge of a Will of the **Rev. Watkin Davies**, late of Mathern Vicarage, near Chepstow, in the County of Monmouth, please communicate with Messrs. Davis, Lloyds and Wilson, Solicitors, 63, High-street, Newport.

CLEMENT LOCKE SMILES, Deceased.—Information is required of any testamentary dispositions executed by above subsequent to March 1919. Smiles & Co., 15 Bedford-row, London. W.C.1.

Dissolutions.

ERNEST O. WOOLER, BENJAMIN B. BURROWS, A. A. BURTON, Solicitors (E. O. Wooler, Burrows & Burton), Basinghall-square, Leeds and at Queen-street, Morley. 17th August, 1921. [Gazette, 1st December.

CHARLES HOWARD, WILLIAM EWART LAYCOCK, GEORGE WALTON CRICKETT, Solicitors (Charles Howard, Laycock & Co.), 33, Princess-street, Manchester, 18th November, 1922. [Gazette, 1st December.

EDMUND JOHN RICHARD BEAL and ERNEST WILLIAM WOODS DAVEY, Solicitors, 2, Stone-buildings, Lincoln's Inn (Edmund Beal & Davey). 29th November, 1922. The said Ernest William Woods Davey will carry on the practice. The business name will remain unchanged. [Gazette, 5th December.

General.

Mr. Hugh Wharton, seventy-nine, of Kingscliffe, Ellington-park, Ramsgate, Kent, solicitor, son of the late John Wharton, of Scarborough, left estate of gross value £22,145.

One hundred years have passed since the *Law Journal* was founded. The occasion will be celebrated by the publication of a centenary number, in which a survey will be made of the changes in the law and its administration since 1822. Among the contributors will be Sir T. Willes Chitty, Sir Herbert Stephen, Sir Arthur Underhill, Judge Ruegg, K.C., and Judge Parry. There will be a centenary dinner at which the Lord Chancellor, the Lord Chief Justice, Lord Finlay, Sir Henry Duke, the Solicitor-General, and the President and Vice-President of the Law Society will be present.

Gerald Lee Bevan, formerly chairman of the City Equitable Fire Insurance Company, was found guilty at the Central Criminal Court on Tuesday of publishing false balance-sheets, fraudulent conversion, and other charges. Mr. Justice Avory sentenced him to seven years' penal servitude, remarking that the duty of passing sentence on a man of his education and extraordinary ability was a most painful one. The jury added a rider to their verdict that Bevan's offences were rendered possible "owing to other directors not properly carrying out their duties."

Lady Dunedin, wife of Lord Dunedin, died last Saturday at Stenton, Dunkeld. She was Mary Clementine, daughter of the late Admiral Sir

Archibald Edmonstone, Bart., of Duntreath, and sister of the present Sir Archibald Edmonstone and of the Hon. Mrs. George Keppel. She married, in 1874, Mr. Andrew Graham Murray, who had then just entered on his distinguished career, in which he was successively Solicitor-General for Scotland, Lord Advocate, Secretary for Scotland, Lord Justice-General (when he was created Lord Dunedin of Stenton), and Lord of Appeal in Ordinary. During the war Lady Dunedin rendered particular service to Belgian refugees and was awarded the Médaille de la Reine Elisabeth. She leaves a son, Major the Hon. Ronald Graham Murray, Royal Highlanders, and two daughters, of whom one is the widow of Major E. L. C. Feilden. The funeral will be on Wednesday at Dean Cemetery, Edinburgh.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice
Monday Dec. 11	Mr. More	Mr. Hicks Beach	Mr. Synges
Tuesday 12	Jolly	Bloxam	Garrett
Wednesday 13	Garrett	More	Synges
Thursday 14	Synges	Jolly	Garrett
Friday 15	Hicks Beach	Garrett	Synges
Saturday 16	Bloxam	Synges	Garrett
Date.	Mr. Justice SARGANT.	Mr. Justice RUSSELL.	Mr. Justice ASHBUR.
Monday Dec. 11	Mr. Hicks Beach	Mr. Bloxam	Mr. More
Tuesday 12	Bloxam	Hicks Beach	Jolly
Wednesday 13	Hicks Beach	Bloxam	More
Thursday 14	Bloxam	Hicks Beach	Jolly
Friday 15	Hicks Beach	Bloxam	More
Saturday 16	Bloxam	Hicks Beach	Jolly

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality. [ADVT.]

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

EDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, November 28.
THE BRITISH INDIA DEVELOPMENT CO. LTD. Dec. 18.
Herbert Smith, 60, Mark-lane, E.C.
ASSOCIATED LONDON TEA MARKETS LTD. Dec. 7. H. H. Mason, 3, London Wall-bldgs., E.C.
HENDERSON, WADDELL & CO. LTD. Dec. 31. T. J. Wilson, 59/60, Old Bailey, E.C.4.
A. FARMOST & CO. LTD. Dec. 2. Dec. 28. William A. J. Osborne, Balfour House, Finsbury Pavement, E.C.
ELGIOUS LIVERY STABLES LTD. Dec. 12. Mr. T. Leybourne, 8, King-st., South Shields.
J. GLASS MOTORS LTD. Dec. 28. Mr. Thomas Greenhaigh, 7, Church-st., Blackpool.
PATTISON & MACLELL LTD. Dec. 24. Parkin S. Booth, 3, Kimberley House, Holborn-viaduct.
BRITISH & ALLIED ELECTRICAL AGENCY LTD. Dec. 30. St. John Bennett, 16, Devonshire-sq., E.C.2.
ALEX. MOSSER RADIATOR CO. LTD. Dec. 22. Sir Albert Wyon, K.B.E., 3, Frederick's-place, E.C.2.
TUFF SHIPPING CO. LTD. Jan. 1. C. H. Longdon-Griffiths, 11, Merchant-exchange, Cardiff.
ENGLISH TRADING CO. LTD. Jan. 15. J. S. Harmood, Banner, G. E. Rendell, 36, Walbrook.
WILKINS LTD. Dec. 23. Roland R. Callingham, 34, Nicholas-lane, E.C.4.
RAYNARD (LONDON) LTD. Dec. 16. Harold J. de C. Moore, 2, Gresham-bldgs., Guildhall.
THE FRAM MANUFACTURING CO. LTD. Dec. 30. Archibald Brown, 18, Waterloo-st., Birmingham.
THE ELECTRIC STEEL FOUNDRIES LTD. Dec. 21. John G. Swan, 31, Mosley-st., Newcastle-upon-Tyne.

London Gazette.—FRIDAY, December 1.
J. TROKHILL & CO. LTD. Dec. 16. Rupert H. Purser, 71, Macclesfield-rd., Walthamstow, E.
KENT SOUTH LTD. Jan. 8. William Pocock, 18 St. Swinith's-lane, E.C.
CONTINENTAL WINES LTD. Dec. 31. Chas. B. Rowan, 9, Regent-st., S.W.1.
THE MOVING PICTURE EXHIBITION OF BRITISH INDUSTRIES LTD. Dec. 28. Samuel T. Hall, 24, The Strand, Derby.
BOWEN, HODGSON & CO. LTD. Dec. 15. W. C. Green, 35, Toley-st., S.E.
THE CASINO CINEMA (RUSHMORE) LTD. Dec. 30. Alexander J. Philips, 37, Cross-st., Manchester.
BARRETT, WILLIAMS & CO. LTD. Jan. 10. Louis Nicholas, 19, Castle-st., Liverpool.
THE A. C. SPARKING PLUG CO. LTD. Jan. 5. Harold C. Fuller, The Hyde, Hendon.

London Gazette.—TUESDAY, December 5.
BLACKSTONE & CO. LTD. Dec. 20. Gerald Marlowe, 14, St. Ann's-square, Manchester.
THE WESTMINSTER PUBLIC WORKS CO. LTD. Jan. 6. William L. Waite, 19-21, Moorgate, E.C.2.
JONES CO. LTD. Jan. 8. C. Mendel, 22, Davies-st., W.
DUNN & OSBORNE LTD. Dec. 21. Maurice Hyams, 48, Grosvenor-lane, W.C.2.

Resolutions for Winding-up
Voluntarily.

London Gazette.—TUESDAY, November 28.
British India Development Association Ltd.
Louise Adcock Ltd.
Messrs. Allied Textile Supply Association Ltd.
Garlick and Russell Ltd.
Friends' Public School Co. Ltd.
Graham & Latham Ltd.
Frank Webber & Co. Ltd.
Akankoo Syndicate Ltd.
The British Carbonizing Co. Ltd.
Daisiel's Constant Voltage Patents Ltd.
Henry Graves and Co. Ltd.
Ward's Waste Products Ltd.
F. Mitchell & Co. Ltd.
Leadsage Victoria Working Men's Club & Institute
Smith & Wale Ltd.
Woodhouse (Southampton) Ltd.
Will Gane and Cecil Morley Ltd.
The Varley Magnet Co. Ltd.
The Kingston Coal Co. Ltd.
Chauvel Ltd.
Ashton & Anning Ltd.
Kingsley Commercial Lorry and Engineering Co. Ltd.
Charles H. Roe Ltd.
John Forster & Sons Ltd.
Leverett & Frye Ltd.
Thornton, Tattersall & Co. Ltd.
Great Horton Poultry Society Ltd.
London Gazette.—TUESDAY, December 5.
H. R. Speller & Co. Ltd.
The Grainger-Johnson Studio Ltd.
The Red Streak Tyre Co. Ltd.
Condon & Co. Ltd.
A. Spooner & Co. Ltd.
The Seaham Harbour Masonic Hall Co. Ltd.
C. & F. Sudbury Ltd.
Icilm Co. Ltd.
United Grocers' Association (Birmingham) Ltd.
M. E. Donovan Ltd.
Federation of Yorkshire Retail Meat Supply Association
The Emsmore Engineering & Tool Co. Ltd.
The Cambsalton District Development Co. Ltd.

London Gazette.—FRIDAY, December 1.
Heads (Whitworth) Ltd.
Federation of Yorkshire Retail Meat Supply Association
Pearson & Dalby Ltd.
The Cardiff Shipbreaking and Marine Stores Ltd.
Steamship "Cheshire" Co. Ltd.
Shelley Optical Co. Ltd.
Oliver Pell Electric & Manufacturing Co. Ltd.
E. De Vere & Co. Ltd.
J. Glass Motors Ltd.
St. Joseph's Hall Ltd.
Pictures Ltd.
San Francisco Breweries Ltd.
Richard Pay & Co. Ltd.
Pater's Motor Depot (Great Yarmouth) Ltd.
The Bulcroft Wagon Co. Ltd.
The G.P.A. Syndicate Ltd.
Aish, Nye & Co. (London) Ltd.
The Cinema Theatre (Morecambe) Ltd.
J. McLachlan & Co. Ltd.
Summers Carbonizing Syndicate Ltd.
The Ceylon and Indian Tea Co. Ltd.
Limuru Estates Ltd.
Barnsley Citadel Co. Ltd.
The Westminster Public Works Co. Ltd.
New Screened Ltd.
Standard Oil Co. of Mexico Ltd.
D. & D. P. Henderson Ltd.
Land Drainage Excavator Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, November 24.
ALEXANDER, JOSEPH G., Barnsley, Photographer. Barnsley. Pet. Nov. 22. Ord. Nov. 22.
ALLEN, ERIC R., St. Leonards-on-Sea, Stockbroker. High Court. Pet. Nov. 21. Ord. Nov. 21.
ALLEN, WILFRED F., Peterborough, Fruiterer. Peterborough. Pet. Nov. 20. Ord. Nov. 20.
ASHFOS, ALBERT, Middleton Junction, Lanes., Greengrocer. Oldham. Pet. Nov. 21. Ord. Nov. 21.
BAKER, WALTER, Norton-in-the-Moors, Staffs, Motor Proprietor. Hanley. Pet. Nov. 21. Ord. Nov. 21.
BOWER, J. RODNEY, Liverpool, Importer and Exporter. Liverpool. Pet. Nov. 2. Ord. Nov. 22.
BRAIN, DAVID C., Warmley, Gloster, Tailor. Bristol. Pet. Nov. 21. Ord. Nov. 21.
BRICKNELL, AUGUSTUS L., Elgin-ave., Maida Vale. Croydon. Pet. Oct. 19. Ord. Nov. 21.
COOK, GILBERT, Margate, Baker's Vanman. Canterbury. Pet. Nov. 22. Ord. Nov. 22.
CHATHAM, BENJAMIN, Gilfach Goch, Glam., Grocer. Cardiff. Pet. Nov. 20. Ord. Nov. 20.
COOLING, HEADLEY G. W., Workop, Company Director. Sheffield. Pet. Oct. 30. Ord. Nov. 21.
SWAN, CECIL, Clatford, nr. Marlborough, Ironmonger. Swanton. Pet. Nov. 21. Ord. Nov. 21.
DE COURVILLE, ALBERT, Shaftesbury-ave., Theatrical Manager. High Court. Pet. June 27. Ord. Nov. 21.
DOWSETT, FREDERICK C., Goswell-rd., E.C., Engineer. High Court. Pet. Sept. 29. Ord. Nov. 21.
DRAPE, JOSEPH C. E., Manchester, Tailor. Manchester. Pet. Oct. 30. Ord. Nov. 20.
ELDRIDGE, HAROLD H., Amesbury, Wilts, Cinema Proprietor. Salisbury. Pet. Nov. 6. Ord. Nov. 20.
FRIB, ARTHUR J., Selby, Carter. York. Pet. Nov. 21. Ord. Nov. 21.
GARDNER, P., St. James's-pl., S.W. High Court. Pet. Sept. 6. Ord. Nov. 22.
GENT, FLORENCE A., Sheffield, Milliner. Sheffield. Pet. Nov. 22. Ord. Nov. 22.
GOLDING, SIDNEY C., Dartford, Leather and Grindery Merchant. Rochester. Pet. Oct. 26. Ord. Nov. 20.
GOODWIN, WALTER V., Hyde, Chester, Core Maker. Ashton-under-Lyne. Pet. Nov. 20. Ord. Nov. 20.
GREEN, WILLIAM, West Kensington, Surveyor. High Court. Pet. July 11. Ord. Nov. 22.
HALIFF, REUBEN, Manchester, Merchant. Manchester. Pet. Nov. 7. Ord. Nov. 20.
HANMER, JOHN F., Conway, Market Gardener. Bangor. Pet. Nov. 21. Ord. Nov. 21.
HEATH-WALKER, EDWARD C., Dulwich Village. High Court. Pet. Oct. 23. Ord. Nov. 22.
HIGGINS, ARTHUR A., Chippenham, Farmer. Bath. Pet. Nov. 4. Ord. Nov. 20.
HIRST, GEORGE W., Kingston-upon-Hull, Sawmill Proprietor. Kingston-upon-Hull. Pet. Nov. 21. Ord. Nov. 21.
HIRST, EDENBERGER, A., Rawcliffe, nr. Goole, Tailor. Wakefield. Pet. Nov. 20. Ord. Nov. 20.
HORNBER, LEONARD, Whitlington Moor, Wholesale Confectioner. Chesterfield. Pet. Nov. 20. Ord. Nov. 20.
JONES, THOMAS H., Pontardawe, Glos. Neath. Pet. Oct. 27. Ord. Nov. 21.

LATIMER, PHIBBS, and RENNHOUGH, SOLOMON, M., Outfitters. Cardiff. Pet. Nov. 2. Ord. Nov. 17.
 LEVY, LAWRENCE, Plymouth, Costumier. Plymouth. Pet. Nov. 22. Ord. Nov. 22.
 MAIR, GEORGES H., Waterloo-pl. High Court. Pet. Oct. 21. Ord. Nov. 22.
 MAY, CHARLES J., Hemel Hempstead, Provision Merchant. High Court. Pet. Oct. 13. Ord. Nov. 8.
 MEYRICK, CHARLOTTE A. W., Fleet, Hants, Boarding School Proprietress. High Court. Pet. Oct. 17. Ord. Nov. 22.
 MORGAN, CHRISTOPHER W., and MORGAN, FLORENCE E., Mitham, Paint and Varnish Merchants. Croydon. Pet. Sept. 8. Ord. Nov. 21.
 NEWLAND, ARTHUR, Brighton, Clerk in Holy Orders. Brighton. Pet. Oct. 31. Ord. Nov. 21.
 PARRISH, HARRY M., Kilton, Lincoln, Grocer and Draper. Boston. Pet. Nov. 20. Ord. Nov. 20.
 PAYNE, STEPHEN B., Wolverhampton, Stock and Share Broker. Wolverhampton. Pet. Oct. 24. Ord. Nov. 21.
 PARSONS, GEORGE R., Treaslaw, Fruit and Fish Dealer. Pontypidd. Pet. Nov. 21. Ord. Nov. 21.
 PEARSON, CHARLES T., and WISE, LAWRENCE H., Scarborough, Motor Engineers, Taxi-cab Proprietors. Scarborough. Pet. Nov. 20. Ord. Nov. 20.
 PEARSON, GEORGE, Leicester, Shopkeeper. Leicester. Pet. Nov. 20. Ord. Nov. 20.
 PITCHARD, JAMES, Watford, Carman. St. Albans. Pet. Nov. 18. Ord. Nov. 18.
 ROBIN, NAHUM E., Croydon, Hosiery Merchant. High Court. Pet. Nov. 20. Ord. Nov. 20.
 SCOTT, JAMES A., Holbeach Marsh, Smallholder. King's Lynn. Pet. Nov. 22. Ord. Nov. 22.
 SORENSSEN & KJELDSEN, Langley, Bucks, Windsor. Pet. Nov. 7. Ord. Nov. 20.
 STEPHENSON, THOMAS A., Church End, Finchley, Hosier. St. Albans. Pet. Nov. 18. Ord. Nov. 21.
 TOMSETT, A. D., St. George's-sq., Belgravia. High Court. Pet. Aug. 30. Ord. Nov. 17.
 WALKER, H. M., Regent-st., N.W. High Court. Pet. Sept. 28. Ord. Nov. 23.
 WELLS, HENRY J., Gillingham, Kent, Plumber. Rochester. Pet. Nov. 20. Ord. Nov. 20.
 WHITE, THOMAS, Brentwood, Essex. Chelmsford. Pet. Sept. 1. Ord. Nov. 13.
 WILLIAMS, JOHN, Llanfair, Farmer. Bangor. Pet. Nov. 21. Ord. Nov. 21.
 WILSON, STEWART, Burnham Market, Norfolk, Chemist. Norwich. Pet. Oct. 23. Ord. Nov. 21.
 WOODHEAD, JOHN T., Leeds, Yarn Merchant. Leeds. Pet. Nov. 21. Ord. Nov. 21.

London Gazette.—TUESDAY, November 28.

ABELL, EDWARD, Thornaby-on-Tees, Grocer. Stockton-on-Tees. Pet. Nov. 24. Ord. Nov. 24.
 BHATTARAJ, EDWARD J., Carthusian-st., E.C., Fancy Leather Goods Manufacturer. High Court. Pet. Nov. 24. Ord. Nov. 24.
 BROWN, H. G., Cheltenham, Cheltenham. Pet. Sept. 28. Ord. Nov. 21.
 BURNELL, WILFRED, Wymeswold, Leicester, Painter. Leicester. Pet. Nov. 24. Ord. Nov. 24.
 BUTT, WILLIAM H., Wymouth, Engineer. Dorchester. Pet. Nov. 23. Ord. Nov. 23.
 COOPER, JESSE, and COOPER, ARTHUR, Hstock, Leicester, Boot and Shoe Retailers. Leicester. Pet. Nov. 23. Ord. Nov. 23.
 COFFLE, ERNEST, Childs Okesford, Dorset, Saddler. Dorchester. Pet. Nov. 23. Ord. Nov. 23.
 DARNELL, JOSEPH S., Newark-on-Trent, Tailor and Outfitter. Nottingham. Pet. Nov. 23. Ord. Nov. 23.
 DAVIES, EVAN, Llanfangel-ar-arth, Farmer. Carmarthen. Pet. Nov. 8. Ord. Nov. 24.
 DORSON, WILLIAM A., Ponton, Cumberland, Farmer. Carlisle. Pet. Nov. 9. Ord. Nov. 24.
 EASE, THOMAS, Blackpool, Cinematograph Exhibitor's Manager. Blackpool. Pet. Nov. 23. Ord. Nov. 23.
 EYKOS, GRIFITH T., Tynewydd, Treherbert, Collier. Pontypidd. Pet. Nov. 24. Ord. Nov. 24.
 GERMAN, FREDERICK W., Loughborough, Auctioneer. Leicester. Pet. Nov. 24. Ord. Nov. 24.
 GILES, ANDREW, Clindford, General Dealer. Gloucester. Pet. Nov. 22. Ord. Nov. 22.
 GIVEN, LIONEL B., Beeston, Notts, Clerk. Nottingham. Pet. Oct. 9. Ord. Oct. 19.
 HAWKE, WILLIAM J., Torquay, Plumber. Exeter. Pet. Nov. 23. Ord. Nov. 23.
 HOCHLEY, JOSEPH A., Mansfield Woodhouse, Notts, Clerk and Beer Off-licence. Nottingham. Pet. Nov. 24. Ord. Nov. 24.
 HOWARTH, ANNIE, Liverpool, Warehouseman. Liverpool. Pet. Nov. 22. Ord. Nov. 24.
 JOHNSON, FREDERICK E., Finchley, Motor Engineer. Barnet. Pet. Sept. 19. Ord. Nov. 16.
 JONES, ANNIE M., South Shields, Confectioner. Newcastle-upon-Tyne. Pet. Nov. 24. Ord. Nov. 24.
 JONES, JOHN, Llandysul, Farmer. Carmarthen. Pet. Nov. 22. Ord. Nov. 22.
 JOYCE, CLAUD W., Westcliff-on-Sea. Chelmsford. Pet. Oct. 20. Ord. Nov. 22.
 KENNEDY, STEPHEN, Bradford, Manufacturers' Agent. Bradford. Pet. Nov. 24. Ord. Nov. 24.
 LINDSAY, FREDERICK A., Reddish, Stockport, Plumber. Stockport. Pet. Nov. 25. Ord. Nov. 25.
 LOVELAND, CECIL J., Maidstone, Fruiterer. Maidstone. Pet. Nov. 23. Ord. Nov. 23.
 MARTIN, CLIFFORD H. W., Lavender-hill, Private Tutor. Wandsworth. Pet. Oct. 25. Ord. Nov. 23.
 MCGARVA, DAVID, Merthyr Tydfil, Draper. Merthyr Tydfil. Pet. Nov. 23. Ord. Nov. 23.
 MOORE, WILLIAM H., Saint Margaret, Norfolk, Builder. Norwich. Pet. Nov. 25. Ord. Nov. 25.
 PARSONS, EVERED, Shalford, Surrey, Poultry Farmer. Guildford. Pet. Sept. 8. Ord. Nov. 23.
 PAUL, F. S., Shaftesbury-ave. High Court. Pet. Sept. 26. Ord. Nov. 23.

PENDLEBURY, HERBERT T., Bolton, Grocer's Traveller. Bolton. Pet. Nov. 23. Ord. Nov. 23.
 PERRY, ARTHUR C., Great Tower-st., E.C., Agent. High Court. Pet. Nov. 24. Ord. Nov. 24.
 POTTER, WILLIAM, Portsmouth, Boot Repairer. Portsmouth. Pet. Nov. 23. Ord. Nov. 23.
 RHODES, HAROLD, Kingston-upon-Hull, General Carrier. Kingston-upon-Hull. Pet. Nov. 25. Ord. Nov. 25.
 ROSENBAUM, DEBORAH, Brixton-rd., Milliner. High Court. Pet. Oct. 21. Ord. Nov. 23.
 SANFORD, JOHN, Colwyn Bay, Confectioner. Bangor. Pet. Nov. 21. Ord. Nov. 25.
 STONE, WILLIAM, Old Compton-st., Westminster. High Court. Pet. Aug. 4. Ord. Nov. 23.
 TADMAN, FRANCIS S., Leeds, Traveller. Leeds. Pet. Oct. 25. Ord. Nov. 24.
 THORNTON, A. V., Hanley Swan, Worcester, Builder. Worcester. Pet. Nov. 2. Ord. Nov. 22.
 TOWSE, GEORGE H., South Newbald, Yorks, Farmer. Kingston-upon-Hull. Pet. Nov. 24. Ord. Nov. 24.
 WALKER, RONALD G., Blahopgate, Glass Merchant. High Court. Pet. Nov. 23. Ord. Nov. 23.
 WILLIAMS, CHRISTOPHER C. H., Hitchin, Herts, Motor Engineer. Luton. Pet. Oct. 7. Ord. Nov. 23.
 WILLIAMS, MORRIS, Amanafor, Commission Agent. Carnarthen. Pet. Nov. 23. Ord. Nov. 23.
 Amended Notice substituted for that published in the London Gazette for November 14, 1922.
 NORMAN ALBERT W., South Heighton, Sussex, Farmer. Brighton. Pet. Sept. 21. Ord. Nov. 6.
 Amended Notice substituted for that published in the London Gazette of November 24, 1922.
 JONES, THOMAS H., Pontardawe, Neath. Pet. Oct. 27. Ord. Nov. 21.

London Gazette.—FRIDAY, December 1.

ALEXANDER, THERESA M. A., Brockenhurst, Hants. Southampton. Pet. Nov. 11. Ord. Nov. 27.
 BAGE, WILLIAM E., Birmingham. Birmingham. Pet. Nov. 9. Ord. Nov. 27.
 BARBASCH, M., Stoke Newington. High Court. Pet. Nov. 1. Ord. Nov. 27.
 BELL, CHARLES T., Ferryhill, Durham, Farmer. Stockton-on-Tees. Pet. Nov. 28. Ord. Nov. 28.
 BLACK, ERNEST R., Carnarvon, Dental Surgeon. Bangor. Pet. Nov. 6. Ord. Nov. 28.
 BROWN, JOHN, and HALL, REGINALD, Birstall, Yorks, Oil and Soap Merchants. Dewsbury. Pet. Nov. 28. Ord. Nov. 28.
 BURBRIDGE, CHARLES F., and BURBRIDGE, FRANK E., Stowine-Churches, Farmers and Timber Merchants. Northampton. Pet. Nov. 27. Ord. Nov. 27.
 CHAPLIN, JOSEPH W., Ashford, Kent, Builder. Canterbury. Pet. Nov. 28. Ord. Nov. 28.
 COHEN, JOHN, Bow, Commission Agent. High Court. Pet. Nov. 10. Ord. Nov. 28.
 CORBISHLEY, CHARLES, CORBISHLEY, ALBERT, Buglawton, Chester, Farmers. Macclesfield. Pet. Nov. 29. Ord. Nov. 29.
 CROSBY, ARTHUR J., Savoy-st., Strand. High Court. Pet. Sept. 11. Ord. Nov. 28.
 DAVIES, ARCHIBALD H., Cheapside. High Court. Pet. April 20. Ord. Nov. 28.
 DAVIES, LOUIS S., Hills-place, Oxford-st. High Court. Pet. Nov. 1. Ord. Nov. 28.
 DAY, THOMAS, Kingston-upon-Hull, Fruiterer. Kingston-upon-Hull. Pet. Nov. 27. Ord. Nov. 27.
 DEAN, HORACE, Thirsk, Painter and Decorator. Northallerton. Pet. Nov. 25. Ord. Nov. 25.
 DRIVER, HAROLD C., Luton, Grocer. Luton. Pet. Nov. 29. Ord. Nov. 29.
 EARL, BURTON W., and FORWARD, CHARLES, Wimbledon, Tin Box Manufacturers. Kingston. Pet. Oct. 27. Ord. Nov. 27.
 EVANS, THOMAS, Llysoneucha Mydrim, Farmer. Carmarthen. Pet. Nov. 27. Ord. Nov. 27.
 FANE, KATHLEEN, E., Wilton-st. High Court. Pet. Oct. 12. Ord. Nov. 28.
 FAWCETT, ALEXANDER, Stockton-on-Tees, Gunsmith. Stockton-on-Tees. Pet. Nov. 28. Ord. Nov. 28.
 FLEMING, PERRY, nr. Reading. High Court. Pet. Aug. 5. Ord. Nov. 28.
 FREEMAN, ROY G., Throthornton-st., Stockbroker. High Court. Pet. Aug. 14. Ord. Nov. 28.
 GARLICK, WILLIAM, Yeovil, Hotel Proprietor. Yeovil. Pet. Nov. 27. Ord. Nov. 27.
 GAUNT, EDWIN, Deeping Saint Nicholas, Lincoln, Smallholder. Peterborough. Pet. Nov. 29. Ord. Nov. 29.
 GEORGE, WILLIAM H., Kettering, Baker. Northampton. Pet. Nov. 22. Ord. Nov. 22.
 GERVAIN, C. O., Churton-st., Westminster. High Court. Pet. Oct. 5. Ord. Nov. 29.
 GLANVILLE, JAMES, and GLANVILLE, JOHN Gunnislake, Cornwall, Motor Haulage Contractors. Plymouth. Pet. Nov. 29. Ord. Nov. 29.
 GREENHALGH, JOHN, Manchester, Oil and Edible Fat Merchant. Manchester. Pet. Aug. 23. Ord. Nov. 27.
 HADWEN, ERNEST W., Barrow-in-Furness, Grocer. Barrow-in-Furness. Pet. Nov. 29. Ord. Nov. 29.
 HALL, RICHARD, Denaby Main, nr. Rotherham, Grocer. Sheffield. Pet. Nov. 27. Ord. Nov. 27.

HALL, WILLIAM H., Preston, Confectioner. Preston. Pet. Nov. 29. Ord. Nov. 29.
 HAMILTON, EMMA, Southport, Company Housekeeper. Liverpool. Pet. Nov. 27. Ord. Nov. 27.
 HANCOCK, ALBERT, HANCOCK, JAMES, and HANCOCK, ARTHUR, Walsanton, Staffs, Engineers. Hanley. Pet. Nov. 23. Ord. Nov. 23.
 HANSEN, RICHARD B. P. H., Newcastle-upon-Tyne, Provision Merchant. Newcastle-upon-Tyne. Pet. Nov. 23. Ord. Nov. 23.
 HARRIS WILLIAM N., Halesworth, Confectioner. Great Yarmouth. Pet. Nov. 17. Ord. Nov. 29.
 HERR, JOHN P., Colney Hatch-lane. High Court. Pet. Oct. 24. Ord. Nov. 29.
 HUDSON JOHN E., Maltby, nr. Rotherham, Draper. Sheffield. Pet. Nov. 27. Ord. Nov. 27.
 INGRAM, HERBERT B., New Tredegar, Baker. Tredegar. Pet. Nov. 24. Ord. Nov. 24.
 INMAN, WILLIAM, Norton-on-Tees, Durham, Commission Agent. Stockton-on-Tees. Pet. Nov. 29. Ord. Nov. 29.
 ISAACS, D. J., Stepney, E.I. High Court. Pet. Nov. 8. Ord. Nov. 29.
 JACKSON, EDITH E., Cardiff. Cardiff. Pet. Nov. 25. Ord. Nov. 25.
 JOHNSON, GEORGE W., South Cave, Yorks, Tailor. Kingston-upon-Hull. Pet. Nov. 29. Ord. Nov. 29.
 LANCASHIRE & STAFF, Warrington, Builders. Warrington. Pet. Nov. 17. Ord. Nov. 28.
 LENTON, JOSEPH, Bedworth, Joiner. Coventry. Pet. Nov. 28. Ord. Nov. 28.
 LLOYD, CHARLOTTE, Whitland, Farmer. Haverfordwest. Pet. Nov. 28. Ord. Nov. 28.
 LYNN, NELSON, Badwell Ash, Suffolk, Beerhouse Keeper. Bury St. Edmunds. Pet. Nov. 27. Ord. Nov. 27.
 MATTHEWS, LILY, Hanley, Cinema Theatre Proprietress. Hanley. Pet. Nov. 27. Ord. Nov. 27.
 MCNAUGHT, WILLIAM, Cheapside. High Court. Pet. Oct. 31. Ord. Nov. 29.
 MITTON, EDWARD, Church, Lancs., Electrical Engineer. Blackburn. Pet. Nov. 27. Ord. Nov. 27.
 MOORE STONEY, Sheffield, Grocer. Sheffield. Pet. Nov. 28. Ord. Nov. 28.
 MORLEY R. WILSON, King-st. St. James's. High Court. Pet. Aug. 29. Ord. Nov. 29.
 PEIRCE EDGAR G., Hove, Bank Clerk. Brighton. Pet. Nov. 29. Ord. Nov. 29.
 POLSON, GEORGE L., Hertford, Hotel Proprietor. Brighton. Pet. Nov. 27. Ord. Nov. 27.
 RICKARD, CONSTANT A., Birmingham, Typewriter Dealer. Birmingham. Pet. Oct. 6. Ord. Nov. 29.
 RILEY, ROWLAND E., RILEY, HAROLD G., and RILEY, DONALD E., Outfitters, Halifax. Halifax. Pet. Nov. 27. Ord. Nov. 27.
 ROSTREE, CHARLES E., Moulton, Yorks, Innkeeper. Northallerton. Pet. Nov. 27. Ord. Nov. 27.
 SIMPSON, HARRY, South Cowton, Yorks, Farmer. Northallerton. Pet. Nov. 28. Ord. Nov. 28.
 SKOUFF, ROBERT, Great Eastern-st., E.C., Furniture Dealer. High Court. Pet. Nov. 28. Ord. Nov. 28.
 SMITH, FREDERICK, Whiston, near Rotherham, Farmer. Sheffield. Pet. Nov. 29. Ord. Nov. 29.
 SMITH, WILLIAM H., Penrith, Carpenter and Innkeeper. Carlisle. Pet. Nov. 27. Ord. Nov. 27.
 TAYLOR, FANNY L., Liverpool, Earthenware Dealer. Liverpool. Pet. Nov. 29. Ord. Nov. 29.
 TAYLOR, W. E., Westcliff-on-Sea, Shipping Agent. Chelmsford. Pet. Oct. 31. Ord. Nov. 27.
 TEMPEST, WALTER, Newton-le-Willows, Lancs., Dye Mill. Warrington. Pet. Nov. 29. Ord. Nov. 29.
 THOMAS, ISAAC, Llangwlad, Timber Hauler. Carmarthen. Pet. Nov. 28. Ord. Nov. 28.
 THOMPSON, GEORGE R., Leeds, Market Gardener. Leeds. Pet. Nov. 27. Ord. Nov. 27.
 URSSELL, WILLIAM C., Llanymylyn, Glam., Fruit, Fish and General Dealer. Pontypidd. Pet. Nov. 27. Ord. Nov. 27.
 WATERHOUSE, LOUISA, Manchester, Restaurant Proprietress. Manchester. Pet. Oct. 20. Ord. Nov. 29.
 WOOD, HARRY R., Lintwardine, Hereford, Motor Car Dealer. Leominster. Pet. Nov. 13. Ord. Nov. 28.
 WOODFORD, JOSEPH T., Kingston-upon-Hull, Poultry and Maker. Kingston-upon-Hull. Pet. Nov. 29. Ord. Nov. 29.

Amended Notice substituted for that published in the London Gazette of Nov. 28, 1922.—
 SANFORD, JOHN, Colwyn Bay, Confectioner. Bangor. Pet. Nov. 21. Ord. Nov. 25.

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